

## **EXHIBIT A**

### **AGREEMENT**

This Agreement, dated as of December 17, 2015, is made by and between Irving H. Picard, in his capacity as the trustee ("Trustee") for the liquidation proceedings under the Securities Investor Protection Act, 15 U.S.C. §§ 78aaa-III ("SIPA"), of Bernard L. Madoff Investment Securities LLC ("BLMIS") and the substantively consolidated Chapter 7 case pending before the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") of Bernard L. Madoff ("Madoff"), on the one hand, and Vizcaya Partners Limited ("Vizcaya"), Zeus Partners Limited ("Zeus"), Asphalia Fund Ltd. ("Asphalia"), Bank J. Safra Sarasin (Gibraltar) Ltd. f/k/a Banque Jacob Safra (Gibraltar) Ltd. and Bank J. Safra (Gibraltar) Limited ("Safra Gibraltar"), Banque J. Safra Sarasin SA f/k/a Banque J. Safra (Suisse) SA and Banque Jacob Safra (Suisse) SA ("Safra Suisse"), and Banque Pictet & Cie SA f/k/a Pictet et Cie ("Pictet," together with Vizcaya, Zeus, Asphalia, Safra Gibraltar, and Safra Suisse, the "Transferees"), on the other hand. The Trustee and the Transferees collectively shall be referred to herein as the "Parties."

### **BACKGROUND**

A. BLMIS and its predecessors were registered broker-dealers and members of the Securities Investor Protection Corporation ("SIPC").

B. On December 11, 2008 (the "Filing Date"), the Securities and Exchange Commission (the "SEC") filed a complaint in the United States District Court for the Southern District of New York (the "District Court") against BLMIS and Madoff.

C. On December 15, 2008, the District Court entered an order under SIPA, which, in pertinent part, appointed the Trustee for the liquidation of the business of BLMIS under section 5(b)(3) of SIPA and removed the case to the Bankruptcy Court under section 5(b)(4) of SIPA,

where it is pending as Case No. 08-01789 (SMB) (the “SIPA Proceeding”). The Trustee is duly qualified to serve and act on behalf of the BLMIS estate (the “BLMIS Estate”). By Order dated June 9, 2009 the estate of Madoff was substantively consolidated with the BLMIS Estate.

D. Vizcaya maintained an account with BLMIS through its custodian, Safra Gibraltar and, prior to March 2005, Vendome Capital Holding SA f/k/a Banque Safra-France SA (“Safra France”), designated account no. 1FR083 (“Account”), that was opened on or around December 21, 2001. In the six months prior to the Filing Date, Vizcaya, through Safra Gibraltar, withdrew from its Account approximately One Hundred Eighty Million United States Dollars (\$180,000,000.00) (the “Transfers”).

E. Vizcaya did not file a customer claim in the SIPA Proceeding.

F. On September 30, 2009, the Trustee filed an Amended Complaint (“Vizcaya Complaint”) in an adversary proceeding captioned *Picard v. Vizcaya Partners Limited, et al.*, Adv. Pro. No. 09-1154 (SMB) (the “Vizcaya Adversary Proceeding”). In the Vizcaya Complaint, the Trustee asserted claims against Vizcaya, Zeus, Asphalia, and Safra Gibraltar to avoid and recover the Transfers under 11 U.S.C. §§ 544, 547, 548, 550, or 551, SIPA § 78fff-(2)(c)(3), and the New York Debtor and Creditor Law §§ 270-281.

G. On December 8, 2009, Safra Gibraltar filed an Answer to the Vizcaya Complaint.

H. On August 6, 2010, the Bankruptcy Court entered default judgment against Vizcaya, Asphalia, and Zeus (the “Default Judgments”).

I. In July 2009, the Trustee filed a proceeding against, among others, Vizcaya, Zeus, Asphalia, and Safra Gibraltar in the Supreme Court of Gibraltar (the “Gibraltar Court”), SCA 2009 P 193 (“Gibraltar Proceeding A”), advancing claims seeking freezing orders, disclosures, and turnover of the accounts. The application was amended in February 2011 to add a claim

seeking enforcement of the Default Judgments. Vizcaya and Asphalia filed an application for summary judgment to dismiss the claim in December 2012. By an order dated June 19, 2013, the Gibraltar Court dismissed Vizcaya's summary judgment application, but granted Asphalia's application in part. Vizcaya subsequently appealed. The Gibraltar Court of Appeals held that the Trustee's claim to enforce the Default Judgment against Vizcaya should proceed to trial. Vizcaya requested leave to appeal the Court of Appeal's decision to the Privy Council ("Vizcaya Appeal"). Leave to appeal was granted to Vizcaya. Vizcaya's appeal remains pending before the Privy Council.

J. In May and October 2009, the Gibraltar Court ordered that certain funds held in custody accounts at Safra Gibraltar for Zeus, Asphalia, and Vizcaya be placed in the custody of the Gibraltar Court (the "Gibraltar Funds").

K. On November 23, 2010, the Bankruptcy Court vacated the Default Judgment as to Zeus, and ordered the Trustee to apply to the Gibraltar Court to transfer Zeus's portion of the Gibraltar Funds to the custody of the Bankruptcy Court ("Zeus Gibraltar Funds").

L. On January 28, 2011, Zeus filed an Answer to the Vizcaya Complaint.

M. On August 9, 2011, \$61,071,128.04 of the Zeus Gibraltar Funds were deposited into the Bankruptcy Court Registry (the "Zeus Funds").

N. In December 2010, the Trustee also filed a proceeding against, among others, Vizcaya, Zeus, Asphalia, and Safra Suisse in the Gibraltar Court, SCA 2010 P 408 ("Gibraltar Proceeding B"), advancing avoidance and constructive trust claims under Gibraltar law. On November 25, 2014, the Trustee filed a second action against Vizcaya and Asphalia in the Gibraltar Court, 2014 P No. 184 ("Gibraltar Proceeding C"). These actions have been largely stayed pending the outcome of Gibraltar Proceeding A.

O. In October 2009, Vizcaya, Zeus and Asphalia filed a proceeding against the Trustee in the Gibraltar Court, SCA 2009 V 245 ("Gibraltar Proceeding D"), seeking that the Gibraltar Court determine entitlement to the Transfers. On February 2, 2011 the Gibraltar Court stayed the action in Gibraltar Proceeding D in favor of U.S. jurisdiction, with leave to lift the stay pending the outcome of Gibraltar Proceeding A.

P. On June 26, 2009, Safra Gibraltar filed a proceeding captioned *Bank J. Safra (Gibraltar) Limited v. Zeus, Asphalia and Others*, [2009 S174], to which the Trustee was named as a party, seeking the payment into court of the monies Safra Gibraltar held in accounts in the names of Zeus and Asphalia ("Gibraltar Proceeding E").

Q. In October 2013, Safra Gibraltar filed a proceeding captioned *Bank J. Safra Sarasin (Gibraltar) Limited v. Faissal, Vizcaya, Asphalia & Trustee* [2013 B 200] ("Gibraltar Proceeding F") seeking, inter alia, declaratory relief as to Safra Gibraltar's rights of indemnity, lien and set off against Vizcaya's and Asphalia's portion of the Gibraltar Funds and to restrain the release of the said funds pending determination of the Vizcaya Adversary Proceeding or further order.

R. In January 2009, Vizcaya filed a petition for judicial review captioned *Vizcaya v. Attorney General* [2009 Misc. 13] seeking judicial review against an earlier decision by the Financial Intelligence Unit of the Royal Gibraltar Police to issue an order freezing funds held in an account in the name of Vizcaya ("Gibraltar Proceeding G," together with Gibraltar Proceeding A, Gibraltar Proceeding B, Gibraltar Proceeding C, Gibraltar Proceeding D, Gibraltar Proceeding E, Gibraltar Proceeding F, and the Vizcaya Appeal, the "Gibraltar Proceedings"). Following the application, the Trustee was added to Gibraltar Proceeding G as the Second Interested Party.

S. On May 7, 2012, an application was filed by Mr. Robert Faissal against Vizcaya demanding recognition and enforcement of a default judgment entered against Vizcaya by the Eastern Caribbean Supreme Court of the British Virgin Islands in the amount of \$1,495,000.00 plus costs of \$20,000 (the “Faissal Action”). In November 2012 the Gibraltar Court determined that the said BVI judgment was registrable and enforceable in Gibraltar.

T. On September 12, 2012, the Trustee applied to intervene in the Faissal Action on the grounds that the monies claimed by Mr. Faissal were the same monies claimed by the Trustee and demanding, *inter alia*, that Mr. Faissal’s claims against Vizcaya be determined concurrently with the Trustee’s claims against Vizcaya. Applications by Mr. Faissal to enforce his judgment against the monies paid into court by Vizcaya and applications by the Trustee to stay enforcement have been stayed by agreement of the parties pending the determination of Gibraltar Proceeding A.

U. On April 7, 2011, the Trustee filed a Complaint (“Safra Suisse Complaint”) in an adversary proceeding captioned *Picard v. Banque J. Safra (Suisse) SA f/k/a Banque Jacob Safra (Suisse) SA*, Adv. Pro. No. 11-01725 (SMB) (the “Safra Suisse Adversary Proceeding”). In the Safra Suisse Complaint, the Trustee asserted claims against Safra Suisse to recover, among other things, subsequent transfers made to Safra Suisse by Vizcaya, Zeus, Kingate Global Fund Ltd. (“Kingate”), Tremont Group Holdings, Inc. (“Tremont”) and Ariel Fund Ltd. (“Ariel”) under 11 U.S.C. §§ 547, 548, 550, or 551, and SIPA § 78fff-(2)(c)(3).

V. On September 9, 2011, Safra Suisse filed an Answer to the Safra Suisse Complaint.

W. On April 7, 2011, the Trustee filed a Complaint (“Pictet Complaint”) in an adversary proceeding captioned *Picard v. Pictet et Cie, et al.*, Adv. Pro. No. 11-01724 (SMB)

(the "Pictet Adversary Proceeding"). In the Pictet Complaint, the Trustee asserted claims against Pictet to recover, among other things, subsequent transfers made to Pictet by Vizcaya and Asphalia under 11 U.S.C. §§ 547, 548, 550, or 551, and SIPA § 78fff-(2)(c)(3).

X. On May 9, 2011, the Trustee filed a Complaint ("Safra New York Complaint") in an adversary proceeding captioned *Picard v. Safra National Bank of New York*, Adv. Pro. No. 11-1885 (SMB) (the "Safra New York Adversary Proceeding"). In the Safra New York Complaint, the Trustee asserted claims against Safra National Bank of New York ("SNBNY") to recover, among other things, subsequent transfers made to SNBNY by Fairfield Sentry, Fairfield Sigma (with Fairfield Sentry, the "Fairfield Funds"), Kingate and Kingate Euro Fund Ltd. (together with Kingate, the "Kingate Funds") under 11 U.S.C. §§ 544, 547, 548, 550, or 551, and SIPA § 78fff-(2)(c)(3).

Y. On August 31, 2015, the Trustee stipulated to a dismissal without prejudice of the Safra New York Adversary Proceeding.

NOW, THEREFORE, in consideration of the foregoing, of the mutual covenants, promises, and undertakings set forth herein, and for good and valuable consideration, the mutual receipt and sufficiency of which are hereby acknowledged, the Parties agree:

1. Payment to Trustee. At the Closing (as defined in paragraph 9), in consideration of the release by the Trustee set forth herein, the Transferees shall pay or cause to be paid to the Trustee, from the Zeus Funds pursuant to the conveyances, assignments, endorsements, and transfers set forth in paragraph 9, the sum of Twenty-Four Million Nine Hundred Fifty Thousand United States Dollars (\$24,950,000.00) (the "Settlement Payment") in full and final settlement and satisfaction of all of the Trustee's claims asserted in the Vizcaya Adversary Proceeding, the Gibraltar Proceedings, Safra Suisse Adversary Proceeding, the Pictet Adversary Proceeding and

the Safra New York Adversary Proceeding (collectively, the “Vizcaya Global Proceedings”) and any other past, present, or future claims of every kind and nature whatsoever, whether known or unknown (as defined in paragraph 5), that the Trustee or the BLMIS Estate may have against the Transferees, including the Transferees’ successors and/or assigns, affiliates, parents, subsidiaries, direct and indirect shareholders, directors, officers, employees, attorneys, advisers, agents, direct and indirect ex-shareholders, and the Transferees’ direct and indirect subsequent transferees of any transfers as described in paragraph 3.

2. No Further Claim for Vizcaya. Notwithstanding the Settlement Payment, Vizcaya shall not be entitled to any distributions directly from the BLMIS Estate and shall not seek allowance of a customer claim or any other claim under section 502(h) of the Bankruptcy Code.

3. Release by the Trustee. In consideration for the terms herein, except with respect to the obligations, rights, and considerations arising under this Agreement, upon the Closing (as defined in paragraph 9), the Trustee, on behalf of himself, BLMIS, and its consolidated estates, shall release, acquit, and forever discharge the Transferees, SNBNY, Banque J. Safra Sarasin Luxembourg SA f/k/a Banque Safra Luxembourg SA (“Safra Luxembourg”), Safra France, (including their successors and/or assigns) and their (present or past) affiliates, parents, subsidiaries, direct and indirect shareholders, current and former partners, directors, officers, employees, attorneys, advisers, agents, direct and indirect ex-shareholders, and the Transferees’ direct and indirect subsequent transferees of any transfers (in whole or in part), from BLMIS, Vizcaya, Zeus, Asphalia, the Fairfield Funds, the Kingate Funds, Tremont, Ariel, or any other fund or investment vehicle that invested directly or indirectly in BLMIS, from any and all past, present, or future claims or causes of action (including any suit, petition, demand, or other claim in law, equity, or arbitration) and from any and all allegations of, and any, liability or damages



(including any allegation of, and any, duties, debts, reckonings, contracts, controversies, agreements, promises, damages, responsibilities, covenants, or accounts), of whatever kind, nature, or description, direct or indirect, in law, equity or arbitration, absolute or contingent, in tort, contract, statutory liability, or otherwise, based on strict liability, negligence, gross negligence, fraud, breach of fiduciary duty, or otherwise (including attorneys' fees, costs, or disbursements), known or unknown (as defined in paragraph 5), that are, have been, could have been, or might in the future be asserted by the Trustee, on behalf of himself, BLMIS, and its consolidated estates, or based on, arising out of, or in any way related to BLMIS or Madoff, including, without limitation, the Transfers and the claims against the Transferees and SNBNY in the Vizcaya Global Proceedings and the Gibraltar Proceedings.

(a) For the avoidance of doubt, the release granted by the Trustee hereunder shall extend to any direct or indirect shareholder of Vizcaya, Zeus, or Asphalia and beneficial owners of shares in Vizcaya, Zeus, or Asphalia, to the extent that any such shareholder or beneficial owner received transfers of money or of any other types of assets directly or indirectly from Vizcaya, Zeus, and/or Asphalia. In addition, the release granted by the Trustee hereunder shall extend to any transfers made, directly or indirectly from Tremont, Ariel, the Fairfield Funds, or Kingate, or any other fund or investment vehicle that invested directly or indirectly in BLMIS, and received by: (i) Pictet, Safra Suisse, Safra Gibraltar, SNBNY, or Safra Luxembourg; (ii) any direct or indirect and past or present affiliate, parent or subsidiary of Pictet, Safra Suisse, Safra Gibraltar, Safra Luxembourg or SNBNY; or (iii) any other person or entity through Pictet, Safra Suisse, Safra Gibraltar, SNBNY, Safra Luxembourg, or their direct or indirect and past or present affiliates, parents, or subsidiaries. This release shall not be deemed to extend to any of

the following entities (nor will these entities be deemed beneficiaries of this Agreement): Tremont; Ariel; the Fairfield Funds or Kingate; and/or any of those funds' shareholders, directors, or service providers, except as provided herein (*e.g.* when such funds' shareholders, directors or service providers are covered by the releases contained in this Agreement).

(b) Notwithstanding the foregoing release contained in paragraphs 3 and 3(a) (the "Trustee's Release"), the Trustee's Release shall not extend to any individuals or entities that are currently named as defendants in proceedings (other than the proceedings that are the subject of this Agreement) already brought by the Trustee (the "Other Defendants") in any U.S. or foreign court, as set forth in Schedule A hereto, other than the Transferees; nor shall the Trustee's release apply to any future avoidable and recoverable subsequent transfers, originating directly or indirectly from BLMIS, from the Other Defendants to any individuals or entities made on or after the date of this Agreement and while those Other Defendants remain defendants in the proceedings set forth in Schedule A.

4. Release by Transferees. In consideration for the terms herein, except with respect to the obligations, rights, and considerations arising under this Agreement, upon the Closing (as defined in paragraph 9), the Transferees hereby release, acquit, and forever discharge the Trustee and all his agents, representatives, attorneys, employees, and professionals, and BLMIS and its consolidated estate, from any and all past, present, or future claims or causes of action (including any suit, petition, demand, or other claim in law, equity, or arbitration) and from any and all allegations of, and any, liability or damages (including any allegation of, and any, duties, debts, reckonings, contracts, controversies, agreements, promises, damages, responsibilities, covenants, or accounts), of whatever kind, nature or description, direct or indirect, in law, equity, or

arbitration, absolute or contingent, in tort, contract, statutory liability, or otherwise, based on strict liability, negligence, gross negligence, fraud, breach of fiduciary duty, or otherwise (including attorneys' fees, costs or, disbursements), known or unknown (as defined in paragraph 5), existing as of the date of the Closing (as defined in paragraph 9) that are, have been, could have been, or might in the future be asserted by the Transferees based on, arising out of, or in any way related to BLMIS or Madoff, including, without limitation, the claims against the Trustee in the Vizcaya Global Proceedings.

5. Unknown Claims. Unknown claims shall mean any released claims pursuant to paragraph 3 or 4 of this Agreement, as defined herein, that the Parties do not know or suspect to exist in their favor at the time of giving the release in this Agreement that if known by the Parties, might have affected their settlement and release in this Agreement. The Parties shall be deemed to have waived, and by operation of the Bankruptcy Court's approval of this Agreement, shall have expressly waived, the provisions, rights and benefits of California Civil Code § 1542, (and any similar law, rule, or regulation), which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT  
TO EXIST IN HIS OR HER FAVOR AT THE TIME OF  
EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM  
OR HER MUST HAVE MATERIALLY AFFECTED HIS OR  
HER SETTLEMENT WITH THE DEBTOR.

and any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or non-U.S. law, which is similar, comparable, or equivalent to California Civil Code § 1542.

6. Accord and Satisfaction: The Trustee shall treat the foregoing as full accord and satisfaction in connection with the Default Judgments, and explicitly refrains from raising a claim to enforce under New York or any other law and/or attach any recovery claimed by the

Transferees or releasees specified in paragraph 3 through the Department of Justice Madoff Victim Fund, the Shapiro-Hill Class Settlement Fund and/or any other fund related to the Madoff scandal, whether now in existence or hereinafter being created. The Trustee also waives any right to, and will not seek, any amounts recovered in the liquidations of the Fairfield Funds, the Kingate Funds or any other fund or investment vehicle that invested directly or indirectly in BLMIS from SNBNY, Safra Luxembourg or any of the Transferees, including Safra Gibraltar, Safra Suisse or any of their affiliates, parents or subsidiaries.

7. Court Approval; Termination. The settlement set for in this Agreement is subject to the Bankruptcy Court's approval of this Agreement by an order (an "Approval Order"). The Trustee shall use his reasonable efforts to obtain an Approval Order of the Agreement in the SIPA Proceeding as promptly as practicable after the date of this Agreement. The form of the Approval Order shall be subject to the reasonable approval of the Parties. The Trustee's application to the Bankruptcy Court for an Approval Order shall include an application and proposed order releasing the Zeus Funds on the Closing to: (i) the Trustee in satisfaction of the Settlement Amount as provided in Section 9 below; and (ii) the remaining balance of the Zeus Funds to Zeus's account at Safra Gibraltar. If this Agreement has not become effective as provided in this paragraph within 60 days after the date of this Agreement (or within such additional time as mutually agreed upon by the Parties), then (a) this Agreement (other than this paragraph) shall terminate and be void; (b) all of the statements, concessions, consents, and agreements contained in the Agreement (other than this paragraph) shall be void; and (c) neither the Trustee nor the Transferees may use or rely on any such statement, concession, consent, or agreement in any public statement or litigation involving the SIPA Proceeding, in the respective Gibraltar Proceedings, the Vizcaya Global Proceedings, the Faissal Action, the Safra New York

Adversary Proceeding, the Safra Suisse Adversary Proceeding, the Pictet Adversary Proceeding or any case or proceeding relating to Vizcaya, Zeus, Asphalia, the Fairfield Funds, Tremont, Kingate, Ariel, BLMIS, or Madoff.

8. Effective Date. The effective date ("Effective Date") of the Settlement shall be the date when the Bankruptcy Court enters an Approval Order in the SIPA Proceeding that is no longer subject to appeal, review, or rehearing, except that for the purpose of clarity, if no objections are filed, the Effective Date shall be the date of the Bankruptcy Court's Approval Order.

9. Closing. There shall be a closing ("Closing") within five business days after the Effective Date of this Agreement. At the Closing simultaneously:

- (a) The Settlement Payment shall be made to the Trustee in the sum of Twenty-Four Million Nine Hundred Fifty Thousand United States Dollars (\$24,950,000.00) from the Zeus Funds. The Settlement Payment is subject to the Trustee providing appropriate instructions and documentation for the Transferees to make such payment, and the release of a sufficient amount of the Zeus Funds to make such payment. Upon payment of the Settlement Payment, (i) the Transferees and/or other releasees set forth in paragraph 3 shall have no responsibility for any other costs, including any attorneys' fees and expenses or any taxes or tax-related costs relating to the Settlement Payment; and (ii) the Trustee will waive any objection to the full release of the balances left in the Bankruptcy Court and the Gibraltar Court and will have no say over the distribution of those remaining balances which will be determined outside the scope of this Agreement.
- (b) The releases contained in paragraphs 3 and 4 shall become effective without any further action by any of the Parties;

- (c) The Trustee shall submit to the Bankruptcy Court an order releasing the Zeus Funds as provided herein and a stipulation requesting the dismissal of the Vizcaya Adversary Proceeding, Safra Suisse Adversary Proceeding, and Pictet Adversary Proceeding, with prejudice, as against the Transferees, with each party bearing its own costs, attorneys' fees, and expenses; and
- (d) The Parties shall file documents with the Gibraltar Court seeking the dismissal of the Gibraltar Proceedings (save for Gibraltar Proceeding F which Safra Gibraltar will only discontinue against the Trustee with no order as to costs and will not discontinue against the other parties until its rights of lien and set-off against Vizcaya's portion of the Gibraltar Funds and/or the proceeds of the same have been satisfied in full), with each party bearing their own costs, attorneys' fees, and expenses, and the lifting of all freeze orders on the Gibraltar Funds in a form and manner agreed upon by the Parties. All Gibraltar Funds released by the Gibraltar Court shall be transferred to an escrow account at Safra Gibraltar London Branch to be identified in the aforesaid orders submitted to the Gibraltar Court, except that (i) \$1,350,000.00 of Asphalia's portion of the Gibraltar Funds will be directly transferred to an account to be identified by Asphalia and (ii) Zeus's portion of the Gibraltar Funds in the custody of the Gibraltar Court will be directly transferred to an account to be identified by Zeus.

10. Transferees' and Trustee's Authority. Transferees represent and warrant to the Trustee that, as of the date hereof, each of them has the full power, authority, and legal right to execute and deliver, and to perform their respective obligations under this Agreement and have taken all necessary action to authorize the execution, delivery, and performance of their respective

obligations under this Agreement. The Trustee represents and warrants to Transferees that, as of the date hereof, and subject to the approval of the Bankruptcy Court as set forth in paragraph 8 above, he has the full power, authority, and legal right to execute and deliver, and to perform his obligations under this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of his respective obligations under this Agreement.

11. Business Days. For purposes of this Agreement the term “business days” shall mean any day other than Saturday, Sunday, or a day that is a legal holiday in New York City.

12. Further Assurances. The Parties shall execute and deliver any document or instrument reasonably requested by the other Party after the date of this Agreement to effectuate the intent of this Agreement.

13. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Trustee and Transferees and supersedes any and all prior agreements, representations, and understandings of the Parties concerning the subject matter hereof.

14. No Admission. This Agreement and all negotiations, statements, and proceedings in connection therewith are not, will not be argued to be, and will not be deemed to be a presumption, concession, or admission by any Party of any fault, liability, or wrongdoing whatsoever. This Agreement and any matter relating thereto may not be offered or received in evidence or otherwise referred to in any civil, criminal, or administrative action or proceeding as evidence of any fault, liability, or wrongdoing whatsoever.

15. Amendments; Waiver. This Agreement may not be terminated, amended, or modified in any way except in a writing signed by all of the Parties. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver.

16. Assignability. No Party hereto may assign its rights under this Agreement without the prior written consent of each of the other Parties hereto.

17. Successors Bound. This Agreement shall be binding upon and inure to the benefit of each of the Parties and their respective successors and permitted assigns.

18. Third-Party Beneficiary. Except as expressly provided in paragraphs 3, 4, 5 and 6, the Parties do not intend to confer any benefit by or under this Agreement upon any person or entity other than the Parties hereto and their respective successors and permitted assigns. For the avoidance of doubt, all of the releasees set forth in paragraphs 3 and 4, including without limitation all direct and indirect subsequent transferees of the Transfers (in whole or in part) and all direct and indirect (and legal or beneficial) shareholders of the Transferees to the extent that any such shareholders received, directly or indirectly, transfers of money from Vizcaya, Asphalia, Zeus, or any other fund or investment vehicle that invested directly or indirectly in BLMIS, shall be third party beneficiaries hereof.

19. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, without regard to its conflict of law provisions.

20. Exclusive Jurisdiction. The Parties agree that the Bankruptcy Court shall have exclusive jurisdiction over any and all disputes between or among the Parties, whether in law or equity, arising out of this Agreement, or any provision thereof, and the Parties hereby consent to and submit to the jurisdiction of the Bankruptcy Court for any such action. In the event the BLMIS proceeding is closed by a final decree and not reopened, the Parties agree that any dispute arising out of this Agreement may be brought in the United States District Court for the Southern District of New York or the Supreme Court of the State of New York in New York County. For the avoidance of doubt, none of the Transferees is submitting to jurisdiction to any court



(including any Bankruptcy Court or the United States District Court for the Southern District of New York or the Supreme Court of the State of New York in New York County) anywhere in the United States pursuant to the terms hereof, with the limited exception relating to disputes arising out of this Agreement or any provision hereof.

21. Captions and Rules of Construction. The captions in this Agreement are inserted only as a matter of convenience and for reference and do not define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Any reference in this Agreement to a paragraph is to a paragraph of this Agreement. "Includes" and "including" are not intended to be limiting.

22. Counterparts; Electronic Copy of Signatures. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same document. The Parties may evidence their execution of this Agreement by delivery to the other Parties of scanned or faxed copies of their signatures, with the same effect as the delivery of an original signature.

23. Negotiated Agreement. This Agreement has been fully negotiated by the Parties. Each Party acknowledges and agrees that this Agreement has been drafted jointly, and the rule that ambiguities in an agreement or contract may be construed against the drafter shall not apply in the construction or interpretation of this Agreement.

24. Severability. In the event that any term or provision of this Agreement or any application thereof is deemed to be invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision shall not be affected thereby.

25. Notices. Any notices under this Agreement shall be in writing, shall be effective when received and may be delivered only by hand, by overnight delivery service, by fax, or by electronic transmission to:

If to the Trustee:

Irving H. Picard  
Baker & Hostetler LLP  
45 Rockefeller Plaza  
New York, New York 10111  
Email: ipicard@bakerlaw.com

If to Vizcaya, c/o:

Anthony L. Paccione  
Email: anthony.paccione@kattenlaw.com  
KattenMuchinRosenman LLP  
575 Madison Avenue  
New York, New York 10022  
F: (212) 940-8776

with copies to:

Oren J. Warshavsky  
Email: owarshavsky@bakerlaw.com  
Baker & Hostetler LLP  
45 Rockefeller Plaza  
New York, New York 10111  
F: (212) 589-4201

If to Zeus, c/o:

Anthony L. Paccione  
Email: anthony.paccione@kattenlaw.com  
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New York, New York 10022  
F: (212) 940-8776

If to Asphalia, c/o:

Anthony L. Paccione  
Email: anthony.paccione@kattenlaw.com  
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New York, New York 10022  
F: (212) 940-8776

If to Safra Gibraltar, c/o:

Jeffrey T. Scott  
Email: scottj@sullcrom.com  
Sullivan & Cromwell LLP  
125 Broad Street  
New York, New York 10004  
F: (212) 558-3588

If to Safra Suisse, c/o:

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Sullivan & Cromwell LLP  
125 Broad Street  
New York, New York 10004  
F: (212) 558-3588

If to Pictet, c/o:

Joseph P. Moodhe  
Email: [jpmoodhe@debevoise.com](mailto:jpmoodhe@debevoise.com)  
Debevoise & Plimpton LLP  
919 Third Avenue  
New York, New York 10022  
F: (212) 909-6836

*[Signature pages follow]*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be  
executed as of the date set forth above.

**BANK J. SAFRA SARASIN  
(GIBRALTAR) LTD.**

\_\_\_\_\_  
Irving H. Picard

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**VIZCAYA PARTNERS LIMITED**

**BANQUE J. SAFRA SARASIN SA**


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ZEUS PARTNERS LIMITED**


**BANQUE PICTET & CIE SA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:   
Name: Antoine SALAMOLARD  
Title: Senior Vice-President

**ASPHALIA FUND LTD.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

  
Group General Manager  
Georges Pittet

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be  
executed as of the date set forth above.

  
Irving H. Picard

**BANK J. SAFRA SARASIN  
(GIBRALTAR) LTD.**

By: \_\_\_\_\_  
Name:  
Title:

**VIZCAYA PARTNERS LIMITED**

**BANQUE J. SAFRA SARASIN SA**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**ZEUS PARTNERS LIMITED**

**BANQUE PICTET & CIE SA**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**ASPHALIA FUND LTD.**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be  
executed as of the date set forth above.

**BANK J. SAFRA SARASIN  
(GIBRALTAR) LTD.**

\_\_\_\_\_  
Irving H. Picard

By: Jeffrey T. Scott /s/  
Name: Jeffrey T. Scott  
Title:

**VIZCAYA PARTNERS LIMITED**

**BANQUE J. SAFRA SARASIN SA**

By: \_\_\_\_\_  
Name:  
Title:

By: Jeffrey T. Scott /s/  
Name: Jeffrey T. Scott  
Title:

**ZEUS PARTNERS LIMITED**

**BANQUE PICTET & CIE SA**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**ASPHALIA FUND LTD.**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of  
the date set forth above.

BANK J. SAFRA SARASIN  
(GIBRALTAR) LTD.

\_\_\_\_\_  
Irving H. Picard

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

VIZCAYA PARTNERS LIMITED

BANQUE J. SAFRA SARASIN SA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ZEUS PARTNERS LIMITED

BANQUE PICTET & CIE SA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASPHALIA FUND LIMITED

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



	Schedule A	
Case Number	Case Name	Domestic Proceedings
10-04322	Picard v.	Wiener, et al.
10-04323	Picard v.	Sondra M. Wiener Trust, et al.
10-04293	Picard v.	Dr. Marvin Wiener
10-04329	Picard v.	Schaum & Wiener Profit Sharing Plan
10-04317	Picard v.	West
10-04310	Picard v.	Marion Madoff
10-04318	Picard v.	Ronald P. Guritzky
10-04316	Picard v.	Dana Guritzky
10-04315	Picard v.	Brandi Hurwitz
10-04319	Picard v.	Allan Hurwitz
10-04326	Picard v.	Michael Hurwitz
10-04321	Picard v.	Herbert Barbanel, et al.
10-04305	Picard v.	DAVID SHAPIRO., et al.
10-04328	Picard v.	David Shapiro Nominee
10-04325	Picard v.	David Shapiro Nominee #2
10-04314	Picard v.	David Shapiro Nominee Nominee #3
10-04324	Picard v.	Barbara Roth, et al.
10-04215	Picard v.	Bongiorno, et al.
10-04300	Picard v.	Ervolino
10-04214	Picard v.	Bonventre, et al.
10-04213	Picard v.	Contellessa-Pitz, et al.
10-04216	Picard v.	Crupi, et al.
10-04218	Picard v.	Lipkin, et al.
10-04311	Picard v.	Andrew H. Cohen
10-04312	Picard v.	Edward T. Coughlin, et al.
10-04303	Picard v.	Kenneth Robert Cutroneo, et al.
10-05267	Picard v.	Flax, et al.
10-04294	Picard v.	David T. Washburn
10-04291	Picard v.	Sylvia Joel, Indiv, as Trustee for Article Third Trust, etc., et al.
10-04299	Picard v.	Amy Joel Burger
10-04295	Picard v.	Alyse Joel Klufer
10-04297	Picard v.	Samuels, et al.
10-04217	Picard v.	Kugel
10-04272	Picard v.	Jerome O'Hara, et al.
10-04296	Picard v.	Jeffrey Shankman
10-04301	Picard v.	Frieda Bloom
10-04290	Picard v.	Michael Frenchman, et al.

	<b>Schedule A</b>	
<b>Case Number</b>	<b>Case Name</b>	<b>Domestic Proceedings</b>
10-04289	Picard v.	John Fujiwara, et al.
10-04307	Picard v.	Howard Solomon
10-04304	Picard v.	Elinor Solomon
10-04306	Picard v.	Angela Tiletnick
10-05377	Picard v.	Richard G. Eaton
10-04372	Picard v.	Estate of Helene Abraham, et al.
10-05102	Picard v.	Robert A. Benjamin, et al.
10-05442	Picard v.	Halina Bitensky
10-05443	Picard v.	Brad Wechsler
10-04931	Picard v.	Cantor, et al.
10-04440	Picard v.	Regina Fisher, et al.
10-04685	Picard v.	Paul L. Flicker Trust, et al.
10-04724	Picard v.	P. Charles Gabriele
10-04545	Picard v.	Jerome Goodman, Individually, as trustee for The Jerome Goodman Child
10-04459	Picard v.	Dawn Pascucci Barnard, et al.
10-04670	Picard v.	Robert F. Gold
10-04525	Picard v.	Susan Schemen Fradin Revocable Agreement of Trust, et al.
10-04570	Picard v.	Jacob M. Dick Rev Living Trust DTD 4/6/01, et al.
10-05277	Picard v.	Paul Allen
10-04652	Picard v.	Bridgeview Abstract, Inc., et al.
10-05390	Picard v.	1096-1100 River Road Associates, LLC et al
10-04640	Picard v.	Collingwood Group, et al.
10-04423	Picard v.	Joel Busel Revocable Trust, et al.
10-04347	Picard v.	Blue Star Investors LLC, et al.
10-04371	Picard v.	Cohen Pooled Asset Account, et al.
10-04438	Picard v.	Estate of Seymour Epstein, et al.
10-04970	Picard v.	Philip Datlof
10-05393	Picard v.	Francis G. Rea, individually, etc., et al.
10-04667	Picard v.	David Gross, et al.
10-04575	Picard v.	Boslow Family Limited Partnership, et al.
10-04562	Picard v.	Robert F. Ferber
10-04491	Picard v.	Elaine Dine Living Trust dated 5/12/06, et al.
10-05327	Picard v.	David Wingate
10-04332	Picard v.	Barry Weisfield
10-04639	Picard v.	G.R.A.M. Limited Partnership, et al.
10-04953	Picard v.	Flinn Investments, LLC, et al.
10-04433	Picard v.	Calesa Associates L.P, et al.

	<b>Schedule A</b>	
<b>Case Number</b>	<b>Case Name</b>	<b>Domestic Proceedings</b>
10-05066	Picard v.	Love & Quiches LTD. 401(k) Savings Plan and Its Related Trust, et al.
10-04456	Picard v.	Stein
10-04496	Picard v.	Sumner Feldberg LP II, et al.
10-04413	Picard v.	Dale E. Leff, et al.
10-04483	Picard v.	Leslie Aufzien Levine, et al.
10-04460	Picard v.	Lexus Worldwide Limited, et al.
10-04776	Picard v.	Marcia A. Meyer
10-05166	Picard v.	Allyn Levy Revocable Trust, etc., et al.
10-04445	Picard v.	Muus Independence Fund LP, et al.
10-05401	Picard v.	Estate of Eleanor Myers a/k/a Eleanor Block a/k/a Lee Block, et al.
10-05209	Picard v.	Lapin Children LLC
10-04492	Picard v.	Stuart Leventhal 2001 Irrevocable Trust, et al.
10-04657	Picard v.	Kase-Glass Fund, et al.
10-04478	Picard v.	Estate of Leonard M. Heine Jr., , et al.
10-04974	Picard v.	Keystone Electronics Corp. Employee Profit Sharing Trust, et al.
10-04968	Picard v.	Linda S. Waldman
10-04390	Picard v.	Michael Mann, et al.
10-04851	Picard v.	Joseph B. Hartmeyer, et al.
10-04566	Picard v.	Milton Davis Non Exempt Marital Trust U/A 12/13/84, et al.
10-04426	Picard v.	Irving Charno, et al.
10-04524	Picard v.	Marc Jay Katzenberg, individually and in his capacity as a Joint Tena
10-05370	Picard v.	Paul L. Loeb Living Trust, et al.
10-04682	Picard v.	James M Garten
10-04387	Picard v.	James Lowrey, individually and in his capacity as joint tenant, et al
10-04937	Picard v.	Iron Reserves Limited
10-04876	Picard v.	Marie S. Rautenberg
10-04978	Picard v.	Estate of Ira S. Rosenberg, et al.
10-04920	Picard v.	Glenhaven Limited, et al.
10-05029	Picard v.	Judith Haber
10-05032	Picard v.	Marvin Kirsten, et al.
10-04626	Picard v.	Stanley Kreitman
10-05024	Picard v.	Hope W. Levene
10-04749	Picard v.	Philip F. Palmedo
10-04410	Picard v.	Lemtag Associates LLLP, et al.
10-04495	Picard v.	Carl Glick
10-04971	Picard v.	Estate of Richard M. Stark, et al.
10-04939	Picard v.	J.D. O'Neill Partnership, Ltd, et al.

	Schedule A	
Case Number	Case Name	Domestic Proceedings
10-04334	Picard v.	JRAG, LLC, et al.
10-04345	Picard v.	The 1995 Jack Parker Descendant Trust No. 1, et al.
10-04494	Picard v.	Sharon A. Raddock
10-05072	Picard v.	Harvey E. Rothenberg Rev Trust UAD 7/24/02, et al.
10-04521	Picard v.	Rubin Family Investments Partnership, et al.
10-04886	Picard v.	M. Harvey Rubin Trust of 11/11/92, et al.
10-04396	Picard v.	Edith A. Schur
10-05374	Picard v.	Weiner Investments, L.P., et al.
10-04558	Picard v.	Donald J. Weiss
10-04446	Picard v.	Trust Dated 12/6/99 Walter and Eugenie Kissinger, et al.
10-04887	Picard v.	Joseph E. Plastaras
10-04511	Picard v.	Weithorn/Casper Associates for Selected Holdings, LLC
10-04966	Picard v.	Onesco International, LTD, et al.
10-04650	Picard v.	Stanley R. Rawn Jr 5/04 Grat, et al.
10-05289	Picard v.	RIP Investments, LP, et al.
10-04431	Picard v.	Agas Company L.P., et al.
10-05090	Picard v.	Eugenia G. Vogel, et al.
10-04435	Picard v.	Prospect Capital Partners, et al.
10-04662	Picard v.	Lexington Capital Partners, L.P., et al.
10-04790	Picard v.	Lila S. Raskin Trustee Under A Self Declaration of Trust DTD 8/20/96,
10-04653	Picard v.	Elizabeth Jane Rand
10-04765	Picard v.	Donald Snyder
10-04696	Picard v.	Irwin R. Weindling
10-04885	Picard v.	Trust Fund B U/W Edward F. Seligman F/B/O Nancy Atlas, et al.
10-05205	Picard v.	Ad-In-Partners Ltd., et al
10-04656	Picard v.	William L. Sweidel, et al.
10-04708	Picard v.	Woodland Partners, L.P., et al.
10-04517	Picard v.	Radcliff Investments Limited, et al.
10-04753	Picard v.	Carla Ginsburg
10-04733	Picard v.	J.Z. Personal Trust, et al.
10-04665	Picard v.	Pompart LLC, et al.
10-05096	Picard v.	Harry Schick
10-04646	Picard v.	Marc B. Wolpow, et al.
10-04241	Picard v.	The M&B Weiss Family, etc., et al
10-04526	Picard v.	G.S. Schwartz & CO., INC, et al.
10-04739	Picard v.	Stuart Seiden, et al.
10-04576	Picard v.	Norton A. Eisenberg

	<b>Schedule A</b>	
<b>Case Number</b>	<b>Case Name</b>	<b>Domestic Proceedings</b>
10-04944	Picard v.	Pergament Equities, et al.
10-05194	Picard v.	Bruce D. Pergament, et al
10-04383	Picard v.	Ralph Fine, et al.
10-04378	Picard v.	DOS BFS Family Partnership II, L.P, et al.
10-04355	Picard v.	Fred A. Daibes Madoff Securities Trust , et al.
10-04359	Picard v.	Fab Industries, Inc., et al.
10-04388	Picard v.	Estate of Robert Rimsky, Rimsky Family Limited Partnership, et al.
10-05385	Picard v.	The Arthur and Rochelle Belfer Foundation, Inc., et al.
10-04479	Picard v.	Bernard Greenman Marital Deduction Trust, et al.
10-04565	Picard v.	The Murray & Irene Pergament Foundation, Inc, et al.
10-05444	Picard v.	The Leeds Partnership, et al.
10-04542	Picard v.	Jack Parker Foundation, Inc, et al.
10-04996	Picard v.	CRS Revocable Trust, et al.
10-05397	Picard v.	OAKDALE FOUNDATION INC., et al.
10-04508	Picard v.	Nancy Ellen Weisser
10-04741	Picard v.	William M. Woessner Family Trust
10-05396	Picard v.	Epstein Family Trust uwo Diana Epstein, et al.
10-04527	Picard v.	Freda Epstein Revocable Trust, et al.
10-05301	Picard v.	Jay Gaines & Co., Inc. Profit Sharing Plan, et al.
10-04935	Picard v.	Marja Lee Engler, as trustee of the Mendel J. Engler Revocable Trust
10-05394	Picard v.	Glantz
10-05285	Picard v.	Joan L. Fisher, both in her indvdl cap, etc., et al.
10-04635	Picard v.	Hillary Jenner Gherltler, executrix of Estate of Monte Gherltler, et al
10-05283	Picard v.	The Estate of Gladys C. Luria, et al.
10-05040	Picard v.	The Estate of Helene B. Sachs, et al.
10-05387	Picard v.	Myra Davis Trust dated 11/11/98, et al.
10-04480	Picard v.	Pati H. Gerber 1997 Trust, et al.
10-04634	Picard v.	Brian H. Gerber
10-05033	Picard v.	Daryl Gerber Stokols, et al.
10-04486	Picard v.	The Norma Shapiro Revocable Declaration of Trust Under Agreement Date
10-05404	Picard v.	HHI Investment Trust #2, et al.
10-04367	Picard v.	Benjamin T. Heller
10-04393	Picard v.	Isaac Blech
10-05087	Picard v.	Steven J. Lifton
10-04829	Picard v.	The Judie Lifton 1996 Revocable Trust Dated September 5, 1996
10-05131	Picard v.	Bikal L.L.C., et al.
10-05399	Picard v.	Martin Lifton

	<b>Schedule A</b>	
<b>Case Number</b>	<b>Case Name</b>	<b>Domestic Proceedings</b>
10-05314	Picard v.	Nathaniel Gold, individually, etc, et al.
10-04786	Picard v.	Edwin Michalove
10-05041	Picard v.	Marilyn Turk Revocable Trust, et al.
10-04560	Picard v.	Richard E. Feldman
10-04349	Picard v.	Pauline B. Feldman
10-05372	Picard v.	O.D.D. Investment, L.P, et al.
10-04472	Picard v.	Daniel N. Silna, et al.
10-04470	Picard v.	The Silna Family Inter Vivos Trust, et al.
10-04984	Picard v.	Arline F. Silna Altman
10-05116	Picard v.	Leonard J. Oguss Trust, et al.
10-04282	Picard v.	Joel Levey
10-04894	Picard v.	Aaron D. Levey Revocable Living Trust, et al.
10-05441	Picard v.	Aaron D. Levey Revocable Living Trust, Joel Levey, as trustee , et al
10-04792	Picard v.	Kenneth H. Landis
10-04957	Picard v.	Gloria Landis, et al.
10-04618	Picard v.	Melvin Marder, et al.
10-04450	Picard v.	Hinte
10-05279	Picard v.	Magnify Inc., et al.
10-04336	Picard v.	Estate of Doris Igoin, et al.
10-04842	Picard v.	Carmen Dell'Orefice
10-05421	Picard v.	Avellino & Bienes
10-04597	Picard v.	Samuel Beaser Amended & Restated Trust U/A/D January 30, 2004, et al.
10-05086	Picard v.	Beaser Investment Company LP, et al.
10-05036	Picard v.	Elinor Friedman Felcher
10-05395	Picard v.	Friedman, et al.
10-04950	Picard v.	Kostin Company, et al.
10-04980	Picard v.	Judith E. Kostin
10-05132	Picard v.	Amy R. Roth
10-05284	Picard v.	Benjamin W. Roth
10-05017	Picard v.	Jonathan D. Roth
10-04580	Picard v.	Leon Shor Revocable Trust, et al.
10-04362	Picard v.	Sage Associates, et al.
10-05219	Picard v.	Charles Ellerin Irrevocable Gift Giving Trust, et al.
10-04808	Picard v.	Alan and Janet Winters Family Partnership Ltd., et al.
10-04824	Picard v.	Michael Mathias, individually , et al.
10-05060	Picard v.	Angel
10-05170	Picard v.	David Silver

	Schedule A	
Case Number	Case Name	Domestic Proceedings
10-05216	Picard v.	Karyo
10-04603	Picard v.	Berger
10-04601	Picard v.	Leif
10-05227	Picard v.	Vock
10-05025	Picard v.	Pikulik
10-05097	Picard v.	PFLP
10-04948	Picard v.	Steinberg
10-04342	Picard v.	Evenstad Revocable Trust u/a/d, May 2, 2000, et al.
10-04512	Picard v.	Mark B. Evenstad Revocable Trust u/a dated January 30, 2003, et al.
10-05021	Picard v.	Stanley Gordon Bennett III 1988 Trust, et al.
10-05380	Picard v.	Srione, LLC, an Idaho limited liability company, et al.
10-04392	Picard v.	Panagiotis Sakellariou Settlement, an irrevocable trust u/a/d 12/17/9
10-05093	Picard v.	Jennifer Priestley
10-04794	Picard v.	Zago
10-04449	Picard v.	Chela Limited
10-04403	Picard v.	Kesagami Limited
10-04952	Picard v.	MBE PREFERRED LIMITED PARTNERSHIP, et al.
10-04577	Picard v.	Frederic J. Perlen
10-05262	Picard v.	JPT Reinsurance Co., LTD. Portfolio Trust u/a/d 6/16/03, et al.
10-04936	Picard v.	L. Rags, Inc.
10-04844	Picard v.	Linda Rituno
10-04556	Picard v.	Geoffrey S Rehnert
10-04344	Picard v.	Alexander Sirotkin
10-05084	Picard v.	Daniel Stone, et al.
10-05068	Picard v.	D. Stone Industries, Inc. Profit Sharing Plan, et al.
10-05437	Picard v.	Shum Family Partnership III, LP, et al.
10-04877	Picard v.	The Charles Salmanson Trust 1981, Jerrold A. Salmanson, et al.
10-05226	Picard v.	Jodi Marinos, individually and in her capacity as a joint tenant
10-04866	Picard v.	Lawrence Simonds, et al.
10-05184	Picard v.	Laura Ann Smith Revocable Living Trust, et al
10-04910	Picard v.	Betsy R. Sheerr Trust Indenture, et al.
10-04889	Picard v.	Robert S. Savin
10-04350	Picard v.	South Ferry #2 LP, et al.
10-04488	Picard v.	South Ferry Building Company, a New York limited partnership
10-04781	Picard v.	Estate of Irene Schwartz, et al.
10-04945	Picard v.	Sew Preferred Limited Partnership, et al.
10-04855	Picard v.	Morris Talansky Grantor Retained Annuity Trust dated 11/12/02, et al.

	<b>Schedule A</b>	
<b>Case Number</b>	<b>Case Name</b>	<b>Domestic Proceedings</b>
10-04832	Picard v.	Richard E. Winter Revocable Trust U/A dated October 30, 2002, et al.
10-05220	Picard v.	Wolfson Equities, et al
10-04374	Picard v.	ZWD Investments, LLC, et al.
10-04627	Picard v.	Gerald Sperling, individually and in his capacity as joint tenant, et
10-05255	Picard v.	Stefanelli Investors Group, et al.
10-05182	Picard v.	Rosalind C. Whitehead Revocable Trust dated 3/8/07, et al
10-05122	Picard v.	Redemptorist Fathers of New York Externs - Barra Pension Fund
10-04864	Picard v.	Estate of Ruth M. Silver, et al.
10-04624	Picard v.	SCADC Liq Corp., a/k/a SCDC Liquidating Corp, et al.
10-05188	Picard v.	Alice Schindler
10-05038	Picard v.	North Nassau Cardiology Associates, et al.
10-05159	Picard v.	Story Family Trust #3, Theodore Story,
10-05276	Picard v.	Second Act Associates, L.P., et al.
10-04444	Picard v.	Richard M. Balzarini
10-04812	Picard v.	Shari Block Jason
10-05045	Picard v.	Maxwell Y. Simkin,
10-04810	Picard v.	Dolores M. Schlesinger Marital Trust, et al.
10-04803	Picard v.	The Estelle Harwood Family Limited Partnership, et al.
10-04890	Picard v.	Poster Brothers, L.P. a New York limited partnership, et al.
10-05280	Picard v.	Estate of Katherine Thalberg, et al.
10-05183	Picard v.	SFIC, LLC, etc., et al
10-05018	Picard v.	Estate of Ruth Schlesinger, et al.
10-04770	Picard v.	Arnold Schreiber
10-04503	Picard v.	Judd Robbins
10-04659	Picard v.	Nancy Portnoy
10-04592	Picard v.	Anthony E. Stefanelli
10-04742	Picard v.	Burton R. Sax
10-05369	Picard v.	David J. Kaimowitz, et al.
10-04382	Picard v.	Lyle Berman, et al.
10-04452	Picard v.	BWA Ambassador, Inc., et al.
10-05071	Picard v.	The Lyle Berman Family Partnership, et al.
10-04549	Picard v.	Janis Berman
10-04416	Picard v.	Theresa Berman Revocable Trust, et al.
10-04694	Picard v.	Clothmasters, Inc.
10-04780	Picard v.	MWC Holdings LLC, et al.
10-04798	Picard v.	Janet Jaffe, et al.
10-04737	Picard v.	Lynn Lazarus Serper



	<b>Schedule A</b>	
<b>Case Number</b>	<b>Case Name</b>	<b>Domestic Proceedings</b>
10-04909	Picard v.	Scott Miller
10-04664	Picard v.	Richard A. Miller Trust dated 5/3/2000, et al.
10-04610	Picard v.	The Whitman Partnership, et al.
10-04698	Picard v.	Nancy J. Marks Trust 2002, et al.
10-04475	Picard v.	DPF Investors, et al.
10-04772	Picard v.	M. Elliot Schnall
10-05400	Picard v.	Ted Goldberg, et al.
10-04379	Picard v.	HFH, A Partnership, et al.
10-05149	Picard v.	KWA Metals Profit Sharing Plan and Trust, et al.
10-04376	Picard v.	HSD Investments, L.P., et al.
10-04340	Picard v.	Ambassador Shoe Corporation
10-04709	Picard v.	Andrew M. Goodman
10-04418	Picard v.	Stanley J. Bernstein
10-05125	Picard v.	Colt Corporation Profit Sharing Plan & Tr, et al.
10-04673	Picard v.	Barbara E. Greenberg Trust U/A/D 6/15/75, as amended, et al.
10-04821	Picard v.	Nathan Greenberg Revocable Trust dtd 6/17/1973, et al.
10-05044	Picard v.	Estate of Richard L. Cash, et al.
10-04695	Picard v.	Mimi A. Greenberg Revocable Trust, et al.
10-04693	Picard v.	Estate of George E. Nadler
10-04552	Picard v.	RKD Investments, L.P., et al.
10-04726	Picard v.	Lori Chemla, et al.
10-04809	Picard v.	Allen Gordon
10-04499	Picard v.	Metro Motor Imports, Inc.
10-04744	Picard v.	Irving J. Pinto 1996 Grantor Retained Annuity Trust, et al.
10-04335	Picard v.	Aspen Fine Arts Co.
10-04655	Picard v.	Jaffe Family Investment Partnership, et al.
10-04901	Picard v.	Gladys Cash, et al.
10-04434	Picard v.	Trust U/W/O Morris Weintraub FBO Audrey Weintraub, et al.
10-04487	Picard v.	Robert Weintraub, et al.
10-04538	Picard v.	James B. Pinto Revocable Trust U/A dtd 12/1/03, et al.
10-04588	Picard v.	Amy Pinto Lome Revocable Trust U/A/D 5/22/03, et al.
10-05197	Picard v.	Jan Marcus Capper
10-04906	Picard v.	Steven V Marcus Separate Property of the Marcus Family Trust
10-04632	Picard v.	Farber Investments, Inc., et al.
10-04631	Picard v.	151797 Canada Inc., Judith Pencer, Samuel Pencer, et al.
10-04857	Picard v.	ABG Partners, et al.
10-04366	Picard v.	Lillian Berman Goldfarb

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10-04518	Picard v.	Marital Trust under Revocable Trust of Marvin G. Graybow, et al.
10-04879	Picard v.	Marc I. Hertz Irrevocable Trust dtd 3/15/92, et al.
10-04551	Picard v.	Douglas D. Johnson
10-04871	Picard v.	Donald S. Kent
10-04436	Picard v.	Sidney Ladin Revocable Trust Dated 12/30/96, et al.
10-04922	Picard v.	Abbie L. Miller
10-04923	Picard v.	Meyer Mutual Fund L.C., et al.
10-04979	Picard v.	James M. New Trust dtd 3/19/01, et al.
10-04833	Picard v.	David L. Rubin, et al.
10-04500	Picard v.	Strickman Living Trust, et al.
10-04579	Picard v.	Shetland Fund Limited Partnership, et al.
10-05186	Picard v.	Albert H. Small
10-04502	Picard v.	Steven Schiff
10-04771	Picard v.	Willard N. Weisberg Trust UAD 3/25/98, et al.
10-05196	Picard v.	Whitman 1990 Trust U/A DTD 4/13/90, etc., et al
10-04614	Picard v.	Robert S. Whitman
10-04908	Picard v.	Steven B. Sigel
10-04854	Picard v.	ROBERT E. MCGRATH, et al.
10-04705	Picard v.	Robert M. Siff
10-04333	Picard v.	Dorado Investments Co., et al.
10-04783	Picard v.	Arthur E. Strickman
10-04358	Picard v.	CEH Limited Partnership, et al.
10-04497	Picard v.	Edward L. Sleeper
10-04509	Picard v.	Susan Helfman
10-05128	Picard v.	JABA Associates LP, et al.
10-04666	Picard v.	Kunin Family Limited Partnership, et al.
10-04773	Picard v.	Ryan Eyges Trust dtd 12/26/96, et al.
10-04711	Picard v.	Evelyn Chernis Irrevocable Trust Agreement for Samantha Eyges, et al.
10-04940	Picard v.	Samantha C. Eyges Trust U/A/D 4/19/02, et al.
10-05133	Picard v.	Boyer H. Palmer, individually, etc, et al.
10-04899	Picard v.	Albert Rubinger Trust, et al.
10-04663	Picard v.	Phillip A. Schneider
10-04746	Picard v.	Harmon Family Limited Partnership, et al.
10-04714	Picard v.	John Chapman Stoller, et al.
10-04611	Picard v.	Scott Newberger
10-04689	Picard v.	Marilyn Speakman
10-04707	Picard v.	David Newberger Under the Doris Newberger Trust, et al.

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10-04690	Picard v.	Gilbert M. Kotzen 1982 Trust, et al.
10-04442	Picard v.	PGC Limited Partnership, et al.
10-04755	Picard v.	Chernis Family Living Trust 2004, et al.
10-04405	Picard v.	Estate of Elaine S. Fox, Martin S. Fox, Executor, et al.
10-04878	Picard v.	Lisa Beth Nissenbaum Trust, et al.
10-04660	Picard v.	P.B. Robco Inc.
10-04762	Picard v.	James M. Goodman
10-04637	Picard v.	Gilbert M. Kotzen
10-04849	Picard v.	Lake Drive LLC, et al.
10-04351	Picard v.	Melvin B. Nessel, et al.
10-04395	Picard v.	Gail Nessel
10-04701	Picard v.	John Nessel
10-04363	Picard v.	Schiff Family Holdings Nevada Limited Partnership, et al.
10-04547	Picard v.	Bear Lake Partners, et al.
10-04918	Picard v.	Ellen Bernfeld
10-05143	Picard v.	Marilyn Bernfeld Trust, et al.
10-04596	Picard v.	Eileen Blake, et al.
10-04501	Picard v.	The Phoebe Blum Revocable Trust, et al.
10-04795	Picard v.	Peter G.Chernis Revocable Trust Dtd 1/16/87, et al.
10-04734	Picard v.	Robyn G Chernis Irrevocable Trust u/d/t 7/4/93, et al.
10-04850	Picard v.	Nathan Cohen Trust, et al.
10-04757	Picard v.	Laura D. Coleman
10-04717	Picard v.	William Diamond
10-04671	Picard v.	The Marilyn Chernis Revocable Trust, et al.
10-04820	Picard v.	Fine K-S Trust, et al.
10-04943	Picard v.	Herbert R. Goldenberg Revocable Trust, et al.
10-05079	Picard v.	Estate of James M. Goodman, et al.
10-05161	Picard v.	The Rita D. Graybow and Dennis Liss Family Living Trust,etc. et al
10-04731	Picard v.	Dean L. Greenberg
10-04636	Picard v.	Richard J. Helfman Life Insurance Trust DTD 12/30/89, et al.
10-05378	Picard v.	Morton Hill Family Trust, et al.
10-04751	Picard v.	Allen Hirschfield Trust, et al.
10-05147	Picard v.	Kelly-Sexton Inc. Profit- Sharing Plan and Trust, et al.
10-04719	Picard v.	Hess Kline Revocable Trust, et al.
10-04683	Picard v.	Laurel Kohl, Jodi M. Kohl (individually and as joint tenants)
10-04522	Picard v.	Estate of Matthew R. Kornreich, et al.
10-04784	Picard v.	I.I. Kotzen Company

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10-05313	Picard v.	Shirley G. Libby Living Trust dated 11/30/95, et al.
10-05129	Picard v.	Lichter Family Partnership, et al.
10-04370	Picard v.	Sidney Marks Trust 2002, et al.
10-05140	Picard v.	Joyce G. Moscoe individually, etc., et al.
10-04782	Picard v.	Candice Nadler Revocable Trust DTD 10/18/01, et al.
10-04764	Picard v.	Benjamin C. Newman
10-04427	Picard v.	The Olesky Survivors Trust Dated 2/27/84, et al.
10-04453	Picard v.	Samuel-David Associates, et al.
10-05151	Picard v.	Palmer Family Trust, etc., et al.
10-04397	Picard v.	Fern C. Palmer Revocable Trust Dtd 12/31/9, et al.
10-04585	Picard v.	Mildred S. Poland, et al.
10-04633	Picard v.	Richard S. Poland
10-04825	Picard v.	R.J. Investment, et al.
10-05192	Picard v.	Alfred B. Reischer Trust, etc., et al.
10-04791	Picard v.	Estate of Samuel Robinson, et al.
10-04723	Picard v.	Mitchell Ross
10-05020	Picard v.	Miriam Ross
10-04873	Picard v.	Sheldon Shaffer Trust Dtd 3/26/1996, et al.
10-04676	Picard v.	Estate of Sheldon Shaffer, et al.
10-04816	Picard v.	Adeline Sherman Revocable Trust as Amended, et al.
10-04430	Picard v.	Malcolm Sherman
10-04587	Picard v.	Karen Siff Exkorn
10-04745	Picard v.	Lawrence A. Siff
10-05138	Picard v.	The Robert M. Siff Trust - 1990, et al.
10-04641	Picard v.	Shirley S. Siff Trust 1989 DTD 12/20/89, et al.
10-04540	Picard v.	Jonathan Sobin
10-04505	Picard v.	Estate of Arnold M. Soskin, et al.
10-05146	Picard v.	Union Sales Associates, et al.
10-04834	Picard v.	Robert M. Wallack
10-04561	Picard v.	Jeffrey R. Werner 11/1/98 Trust, et al.
10-04468	Picard v.	Ken-Wen Family Limited Partnership, et al.
10-04616	Picard v.	Nicolette Wernick Nominee Partnership, et al.
10-04881	Picard v.	Jillian Wernick Livingston
10-04681	Picard v.	Eli N. Budd
10-04869	Picard v.	Phyllis B. Reischer Trust dated 11/3/97, et al.
10-04425	Picard v.	Manuel O. Jaffe
10-05126	Picard v.	Minnetonka Moccasin Co., Inc. Profit Sharing Trust, et al.

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10-05141	Picard v.	Minnetonka Moccasin Company, Inc. Pension Plan, et al.
10-04826	Picard v.	Boyer Palmer
10-04504	Picard v.	Doris M. Pearlman, et al.
10-05145	Picard v.	Schwartzman Metals, Inc. 401(k), John Doe, et al.
10-04727	Picard v.	Adele Adess Revocable Living Trust Dtd 10/16/01, et al.
10-04897	Picard v.	Wilk Investment Club, et al.
10-04599	Picard v.	Alvin E. Shulman
10-04841	Picard v.	Michael A. Bellini, et al.
10-04606	Picard v.	Florence W. Shulman
10-04482	Picard v.	Michael Goldstein
10-04811	Picard v.	Ludmilla Goldberg
10-04353	Picard v.	Kenneth Hubbard
10-05130	Picard v.	Barbara Kotlikoff Harman
10-04852	Picard v.	Alvin E. Shulman Pourover Trust, et al.
10-04622	Picard v.	Estate of Raanan Smelin
10-04787	Picard v.	William Jay Cohen, individually, et al.
10-04658	Picard v.	Carol Nelson
10-04377	Picard v.	Carol Nelson, individually and as joint tenant, et al.
10-04814	Picard v.	Norma Fishbein Revocable Trust dtd 3/21/90, et al.
10-04735	Picard v.	Kara Fishbein Goldman, et al.
10-04654	Picard v.	Diane Ringler
10-05144	Picard v.	Estate of Bernard J. Kessel, et al.
10-04761	Picard v.	Leon I. & Mikki L. Fink Family Trust, et al.
10-05142	Picard v.	Leon I. Fink, et al.
10-05137	Picard v.	Edith Horowitz Family Partnership, LP, et al.
10-04766	Picard v.	Elaine Miller 1990 Trust, et al.
10-04759	Picard v.	Lewis R. Franck, individually and in his capacity as Trustee
10-04467	Picard v.	David S. Wallenstein
10-05155	Picard v.	SAX-BARTELS ASSOCIATES, LIMITED PARTNERSHIP
10-04752	Picard v.	Kuntzman Family LLC, et al.
10-04805	Picard v.	Todd B. Goldstein, et al.
10-04704	Picard v.	Danville Manufacturing Co. Inc.
10-04898	Picard v.	Helene Saren-Lawrence
10-04519	Picard v.	David Solomon Family Partnership, L.P, et al.
10-05150	Picard v.	Plafsky Family LLC Retirement Plan, Robert Plafsky, et al.
10-04818	Picard v.	Toby Harwood
10-04725	Picard v.	Ruth E. Goldstein

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10-05162	Picard v.	Estate of Rita Sorrel
10-04775	Picard v.	Estate of William E. Sorrel, et al.
10-04988	Picard v.	Wallenstein/NY Partnership, et al.
10-05156	Picard v.	Mandell & Blau, M.D.S P.C. 401(K) Profit Sharing Plan, etc.,et al.
10-04691	Picard v.	Fairview Associates, et al.
10-04905	Picard v.	Train Klan, a Partnership, et al.
10-04815	Picard v.	Estate of Beatrice Bader, et al.
10-04831	Picard v.	Harold Horowitz
10-04836	Picard v.	Estelle G. Teitelbaum
10-04848	Picard v.	Bernard Seldon
10-04919	Picard v.	Lindenberg
10-04447	Picard v.	Franklin Sands
10-04747	Picard v.	Sherwood Friend
10-04861	Picard v.	Harold J. Hein
10-04955	Picard v.	Amy Lederman Verschleiser, et al.
10-05296	Picard v.	1998 William Gershen Revocable Trust, et al.
10-04687	Picard v.	Arganey Lucas, Jr
10-04827	Picard v.	Madeline Gins Arakawa individually and as joint tenant, et al.
10-04768	Picard v.	Placon2, William R. Cohen, et al.
10-04569	Picard v.	Stephen H. Stern
10-04417	Picard v.	The Lustig Family 1990 Trust, et al.
10-04554	Picard v.	David Ivan Lustig
10-04680	Picard v.	Chalek Associates LLC, et al.
10-05154	Picard v.	Blue Bell Lumber and Moulding Company, Inc. Profit Sharing Plan
10-04915	Picard v.	Doris Glantz Living Trust, et al.
10-04385	Picard v.	GMR S.A.
10-04465	Picard v.	Enfasis Invest, S.A.,
10-04789	Picard v.	Gorin Family Trust DTD 5/24/73, et al.
10-05105	Picard v.	Robert C. Luker Family Partnership, et al.
10-04541	Picard v.	Kenneth W Perlman, et al.
10-04451	Picard v.	John J. Russell, et al.
10-04415	Picard v.	Barbara J. Berdon
10-04882	Picard v.	Laura E. Guggenheimer Cole
10-04458	Picard v.	Richard Guggenheimer
10-04846	Picard v.	Norman J. Blum
10-04408	Picard v.	Yankowitz, et al.
10-04548	Picard v.	Jack Nadrich

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10-04859	Picard v.	Bert Margolies Trust, et al.
10-04896	Picard v.	Helene Juliette Feffer
10-04907	Picard v.	Estate of Paul E. Feffer, et al.
10-05053	Picard v.	Arnold Shapiro 11/9/96 Trust, et al.
10-04543	Picard v.	Douglas Shapiro
10-04779	Picard v.	Kathy Kommit
10-04553	Picard v.	Kommit Partners, et al.
10-05019	Picard v.	Richard B. Kommit Revocable Trust, et al.
10-04961	Picard v.	Sylvan Associates LLC f/k/a Sylvan Associates Ltd Partnership, et al.
10-04402	Picard v.	Brierpatch Investment LLC, et al.
10-04721	Picard v.	George D. Levy Trust, et al.
10-04715	Picard v.	Scott Gottlieb, et al.
10-04493	Picard v.	Joan Wachtler
10-04607	Picard v.	Sol Wachtler
10-04668	Picard v.	Timothy Shawn Teufel and Valerie Ann Teufel Family Trust, et al.
10-04748	Picard v.	Murray Horowitz, et al.
10-04710	Picard v.	Audrey Koota, et al.
10-04903	Picard v.	Leah Hazard
10-04404	Picard v.	Empire Prospect Partnership, LP, et al.
10-04713	Picard v.	Marsy Mittelmann
10-05436	Picard v.	Just Empire, LLC
10-04638	Picard v.	The Mittelmann Family Foundation
10-05215	Picard v.	Estate of Samuel Robert Roitenberg, et al.
10-04985	Picard v.	Mathew and Evelyn Broms Investment Partnership, et al.
10-04361	Picard v.	Harvey L. Werner Revocable Trust, et al.
10-04428	Picard v.	Allen Meisels
10-04880	Picard v.	Harold Altman, et al.
10-04718	Picard v.	The Jordan H. Kart Revocable Trust, et al.
10-04917	Picard v.	Marian Baum
10-04620	Picard v.	William P. Becker, et al.
10-04758	Picard v.	Calvin Berkowitz
10-04700	Picard v.	Calvin Berkowitz, as Trustee for Bertha Berkowitz, et al.
10-04785	Picard v.	Irving Berzner Revocable Living Trust UAD 12/22/92, et al.
10-04485	Picard v.	John Bowers, et al.
10-04692	Picard v.	Myra Cantor
10-04448	Picard v.	Robert V. Cheren, et al.
10-04688	Picard v.	Roy D. Davis

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10-04728	Picard v.	Bruno L. Digiulian
10-04729	Picard v.	The Eric J. Metzger Living Trust, Eric J. Metzger, et al.
10-04523	Picard v.	Mark S. Feldman, et al.
10-04840	Picard v.	Susan Paresky, in her capacity as Trustee of the Susan Paresky Trust
10-04845	Picard v.	The Joseph M. Paresky Trust, et al.
10-04875	Picard v.	The Estate of Dorothy D. Flanagan, et al.
10-04870	Picard v.	Kay Frankel
10-05251	Picard v.	Lorraine L. Friedman Revocable Trust, et al.
10-05114	Picard v.	Marlborough Associates, a New York General Partnership, et al.
10-04858	Picard v.	Harry Pech and Jeffrey Pech, et al.
10-04743	Picard v.	Phyllis A. George
10-04925	Picard v.	Alvin Gindel Revocable Trust, a Florida trust, et al.
10-05112	Picard v.	Allan Ehrlich Inc. Profit Sharing Plan and Trust, et al.
10-04888	Picard v.	The Goldberg Family Investment Club, a Florida General Partnership, et al.
10-04972	Picard v.	The Jerry Guberman Trust 12/23/92, et al.
10-04421	Picard v.	A & G Goldman Partnership, a New York Partnership, et al.
10-04904	Picard v.	Bernard Gordon, et al.
10-04914	Picard v.	Allen Gordon
10-04613	Picard v.	The Grabel Family Trust Dtd 3/29/99, et al.
10-04583	Picard v.	Todd R. Shack
10-04567	Picard v.	The Estate of Meyer Goldman, et al.
10-04544	Picard v.	Gorvis LLC, et al.
10-04926	Picard v.	The Koff Living Trust, et al.
10-04422	Picard v.	Elaine Rosenberg
10-04476	Picard v.	Franitza Family Limited Partnership, et al.
10-04643	Picard v.	Credit Shelter Trust under the Manuel Miller Revocable Trust, et al.
10-04891	Picard v.	The Robert Auerbach Revocable Trust, et al.
10-04839	Picard v.	The Blotky Family Trust Randolph Blotky indiv, etc., et al.
10-04949	Picard v.	Branch Family Development, LLC, et al.
10-04697	Picard v.	Guy Anthony Cerato
10-05049	Picard v.	The Croul Family Trust, et al.
10-05235	Picard v.	MAF Associates LLC, et al.
10-05239	Picard v.	Robert Fried, et al.
10-04774	Picard v.	Diane Wilson
10-04612	Picard v.	The Gary R. Gerson Revocable Trust dated December 6, 2005
10-05091	Picard v.	Gutmacher Enterprises, LP, a New York Limited Partnership, et al.
10-04437	Picard v.	Peter Joseph



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10-05094	Picard v.	The Estate of Carolyn Miller, et al.
10-04679	Picard v.	Sheila Derman
10-04837	Picard v.	Leslie Ehrlich f/k/a Leslie Harwood , et al.
10-04883	Picard v.	Robert S. Bernstein
10-04539	Picard v.	The Gerald and Barbara Keller Family Trust, et al.
10-04357	Picard v.	James Greiff
10-04649	Picard v.	Estate of Norma Fishbein, et al.
10-04916	Picard v.	Susan Andelman
10-04819	Picard v.	The June Bonyor Revocable Trust Restated UA dtd 5/22/00, et al.
10-04823	Picard v.	Frank DiFazio, et al.
10-04892	Picard v.	Chris Lazarides
10-04800	Picard v.	Sandy Sandler
10-04464	Picard v.	Clayre Hulsh Haft
10-04835	Picard v.	Dorris Carr Bonfigli
10-04647	Picard v.	The Abbit Family Trust 9/7/90, et al.
10-04498	Picard v.	Lakeview Hedging Fund, LP, et al.
10-05210	Picard v.	Board of Trustees, et al.
10-05199	Picard v.	Board of Trustees, Engineers Joint Supplemental Unemployment Benefit
10-04976	Picard v.	Eleven Eighteen Limited Partnership, et al.
10-04343	Picard v.	Patrice Auld, et al.
10-05238	Picard v.	Buffalo Laborers' Pension Fund, et al.
10-04722	Picard v.	Howard Blakeslee Revocable Trust, a New Jersey Trust, et al.
10-04582	Picard v.	Gerald Blumenthal
10-04973	Picard v.	Connecticut General Life Insurance Company, etc., et al.
10-04843	Picard v.	Nathan Cohen
10-04977	Picard v.	The Campagna Revocable Living Trust, et al.
10-05168	Picard v.	Bernard Marden Profit Sharing Plan, etc., et al.
10-04956	Picard v.	D. M. Castelli
10-05108	Picard v.	Marilyn Davimos 1999 Grat, a Florida trust, et al.
10-04339	Picard v.	Elins Family Trust, a California Trust, et al.
10-05177	Picard v.	Lawrence Elins, etc.
10-05026	Picard v.	Walter Freshman Trust A, a Florida trust, et al.
10-04963	Picard v.	Beth P. Feldman Trust, et al.
10-05212	Picard v.	Robert S. Edmonds
10-04477	Picard v.	Hunter Douglas International N.V., a Curacao limited liability compan
10-04967	Picard v.	Robert Layton, et al.
10-05445	Picard v.	Southey International Limited, a British Virgin Islands Co., et al.

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10-04674	Picard v.	Walter J. Gross Revocable Trust, a New York trust, et al.
10-05200	Picard v.	Helene Cummings Karp Annuity, et al
10-04797	Picard v.	Edmond A. Gorek, as an individual and as a joint tenant, et al.
10-04702	Picard v.	S&L Partnership, a New York partnership, et al.
10-04623	Picard v.	Edmond A. Gorek
10-05117	Picard v.	Estate of Jerome I. Gellman, et al
10-04591	Picard v.	Lin Castre Gosman a/k/a Linda Castre Gosman a/k/a Linda Castre, as an
10-04684	Picard v.	Gordon Associates, a New York partnership, Bruce Gordon
10-04506	Picard v.	Howard S. Garlick, et al.
10-04389	Picard v.	Barbara S. Gross 2006 Grat, a New York trust, et al.
10-05061	Picard v.	Estate of James Heller, et al.
10-04856	Picard v.	Michael A. Hertzberg, as an individual, and as tenant-in-common
10-04484	Picard v.	Indian Wells Partnership, LTD., a Florida limited partnership, et al
10-04838	Picard v.	Helaine G. Hurwitz Revocable Trust, a Maryland Trust, et al.
10-04872	Picard v.	Irving Hurwitz Revocable Trust, a Maryland Trust, et al.
10-04863	Picard v.	Ninth Street Partners, Ltd, et al.
10-05236	Picard v.	Toby T. Hobish, et al
10-04927	Picard v.	Uri and Myna Herscher Family Trust, Dated May 27, 1998, et al.
10-05419	Picard v.	James Heller Family, LLC, a Delaware limited liability company, et al.
10-05099	Picard v.	Lila Ingram Irrevocable Trust, a New York trust, et al.
10-04411	Picard v.	Robert A. Ingram, et al.
10-04960	Picard v.	Estate of Elizabeth H. Kahn aka Betty Kahn, et al.
10-05429	Picard v.	Jean Kahn
10-04954	Picard v.	Ruth Kahn
10-04994	Picard v.	Kayes, et al.
10-05158	Picard v.	Kelman Partners Limited Partnership, et al.
10-04796	Picard v.	Howard Kaye
10-04807	Picard v.	Mildred Katz
10-04473	Picard v.	Joyce F. Klein Revocable Trust, a California Trust, et al.
10-05218	Picard v.	Joseph T. Kelley
10-04813	Picard v.	The Restated Henry Kaye Trust a California trust Laurence Kaye as tru
10-04756	Picard v.	Stephen B. Kaye, as an individual and as a joint tenant, et al.
10-04515	Picard v.	Lester Kolodny
10-04419	Picard v.	Katz Group Limited Partnership, a Wyoming limited partnership,et al.
10-04642	Picard v.	Kenneth E. Koplik
10-04865	Picard v.	Edward H. Kaplan, et al.
10-05030	Picard v.	Irene Kepes Revocable Living Trust dated 12/26/1989, et al.

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<b>Case Number</b>	<b>Case Name</b>	<b>Domestic Proceedings</b>
10-05034	Picard v.	Arthur Kepes Unified Credit Shelter Trust a Florida Trust, et al.
10-04489	Picard v.	Marlene Krauss
10-04793	Picard v.	Marilyn Lobell Trust, a Florida Trust, et al.
10-04346	Picard v.	Lucky Company, a New Jersey partnership, et al.
10-04867	Picard v.	Estate of Steven I. Harnick, et al.
10-04629	Picard v.	Frank J. Lynch
10-05113	Picard v.	Herman Lippert and Gertrude Lippert Living Trust Dated August 8, 1991
10-04490	Picard v.	Lucky Company, a New Jersey partnership, Beth H. Gersten, et al.
10-04893	Picard v.	The Lieblein Family Trust Dated April 1, 1990, et al.
10-04862	Picard v.	Frieda Low
10-05035	Picard v.	Robert K. Low
10-05109	Picard v.	F & P Lynch Family Partnership, L.P., et al.
10-04934	Picard v.	Michael S. Leeds, et al.
10-04341	Picard v.	Marden, et al.
10-04874	Picard v.	James Morrissey
10-04767	Picard v.	Kay Morrissey
10-05065	Picard v.	Connecticut General Life Insurance Company, a Connecticut corp., et al.
10-05118	Picard v.	Charlotte M. Marden
10-04348	Picard v.	Marden Family Limited Partnership, et al.
10-04763	Picard v.	Ronald F. Manzo, as a tenant in common, as a joint tenant, etc, et al.
10-05433	Picard v.	Merida Associates, Inc., a Florida corporation, et al.
10-05432	Picard v.	Mark & Carol Enterprises, Inc. a New York Corporation, et al.
10-04391	Picard v.	Yesod Fund, a trust, et al.
10-04443	Picard v.	Nine Thirty LL Investments, LLC, a Delaware limited liability company
10-04929	Picard v.	Celia Paleologos Revocable Trust Dated 5/26/98, et al.
10-05073	Picard v.	Radosh Partners, a Florida partnership
10-05403	Picard v.	Estate of Charles C. Rollins, et al.
10-04736	Picard v.	Maurice U. Rosenfield
10-04675	Picard v.	Stuart J. Rabin
10-04507	Picard v.	John Y. Seskis
10-05027	Picard v.	1776 K Street Associates Limited Partnership, et al.
10-04997	Picard v.	Harvey C. Van Lanen, et al.
10-05181	Picard v.	Constance Hoffert Revocable Trust dated July 2, 1987, etc., et al
10-05250	Picard v.	Norman J. Cohen Trust dated November 15, 2007, a Florida trust, et al.
10-04964	Picard v.	The Lila S. Gerlin Trust, et al.
10-05076	Picard v.	The KL Retirement Trust, a New York trust, et al.
10-05160	Picard v.	The Lanny Rose Revocable Trust, a Florida trust, et al.

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<b>Case Number</b>	<b>Case Name</b>	<b>Domestic Proceedings</b>
10-04712	Picard v.	Joseph S. Popkin Revocable Trust Dated February 9, 2006, a Florida Tr
10-04706	Picard v.	Anita Karimian
10-04754	Picard v.	Nur C. Gangji Trust Dated 10/16/00, a Virginia trust, et al.
10-05022	Picard v.	Montbarry Incorporated, a British Virgin Islands company, et al.
10-04804	Picard v.	Jeanette Metzger Living Trust dated August 4, 1994, a New Jersey trus
10-04364	Picard v.	Macher Family Partnership, a California Limited Partnership, et al.
10-04699	Picard v.	The Hausner Group (also known as Hausner Group, LP), et al.
10-04732	Picard v.	John J. Kone, et al.
10-04947	Picard v.	Marjorie Most
10-04941	Picard v.	Michael Most
10-04801	Picard v.	Estate of James Arnold, et al.
10-05098	Picard v.	Essjaykay Enterprises, Ltd. Profit Sharing Plan and Trust, et al.
10-04740	Picard v.	Robert Hirsch, as an individual, and as joint tenant, et al.
10-04630	Picard v.	Marks & Associates, a New York Partnership, et al.
10-05163	Picard v.	Dahme Family Bypass Testamentary Trust dated 10/27/76, a California t
10-04678	Picard v.	Michael M. Jacobs
10-04895	Picard v.	James S. Werter Revocable Trust dated 9/25/03, et al.
10-04900	Picard v.	Bonnie J. Kansler
10-05103	Picard v.	Abe Kleinman, et al.
10-05169	Picard v.	Fairfield Pagma Associates, etc., et al.
10-05056	Picard v.	Margaret Ho, a.k.a., Margaret Mui Ki Ho, et al.
10-04625	Picard v.	Judith H. Rome
10-04513	Picard v.	The Article Fourth Non-Exempt Trust, et al.
10-05214	Picard v.	Rita Heftler, et al.
10-04661	Picard v.	Krellenstein Family Limited Partnership II of 1999, et al.
10-05023	Picard v.	Barbra K. Morganstern Revocable Trust dated January 24, 1997, et al.
10-04619	Picard v.	The JP Group, an Illinois partnership, et al.
10-04986	Picard v.	Sharon Knee
10-04720	Picard v.	Bertha Berkowitz in her capacity as trustee for Calvin Berkowitz, et al.
10-04982	Picard v.	The Estate of Harriet Bergman, et al.
10-04644	Picard v.	Russell L. Dusek,
10-05080	Picard v.	Bertram Bromberg Trust UAD 5/26/06, et al.
10-05134	Picard v.	The Joseph Bergman Revocable Trust, et al.
10-05246	Picard v.	The Frances J. Le Vine Revocable Trust, et al.
10-04884	Picard v.	Steven Andelman
10-05439	Picard v.	Avram J. Goldberg, individually and in his capacity as trust officer,
10-04987	Picard v.	The Ernest Oscar Abbit Living Trust, et al.

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<b>Case Number</b>	<b>Case Name</b>	<b>Domestic Proceedings</b>
10-05157	Picard v.	The Harnick Brothers Partnership, et al.
10-05139	Picard v.	Bridge Holidays, LLC Defined Benefit Pension Plan, et al.
10-05201	Picard v.	The Steven H. Grobstein Revocable Trust,, et al
10-05435	Picard v.	Keith Schaffer, et al.
10-04788	Picard v.	The Saul A. Geronemus Revocable Trust dtd 6/26/92,, et al.
10-05124	Picard v.	The Lawrence J. Ryan and Theresa R. Ryan Revocable Living Trust, et al.
10-05127	Picard v.	Atwood Management Profit Sharing Plan & Trust, etc., et al.
10-04822	Picard v.	David P. Gerstman, et al.
10-05048	Picard v.	Armand L. Greenhall, et al.
10-04593	Picard v.	Carole Kasbar Bulman, et al.
10-04369	Picard v.	Donna Garolla (a.k.a. Donna Skeen), et al.
10-05104	Picard v.	The Gloria Albert Sandler and Maurice Sandler Revocable Living Trust
10-04991	Picard v.	Guiducci Family Limited Partnership, et al.
10-04806	Picard v.	Kenneth M.Kohl, as an individual and as a joint tenant, et al.
10-04760	Picard v.	Annette Jungreis Trust dated May 13, 1993, et al.
10-04769	Picard v.	Irving Jungreis Trust dated May 13, 1993, a Florida Trust, et al.
10-04990	Picard v.	Carol Lederman
10-05440	Picard v.	Carol Lederman, et al.
10-04750	Picard v.	Samdia Family L.P., a Delaware Limited Partnership, et al.
10-05434	Picard v.	Nancy T. Behrman
10-05190	Picard v.	The Lazarus-Schy Family Partnership, etc., et al
10-05167	Picard v.	Estate of Elaine Cooper, etc., et al.
10-04686	Picard v.	A & M Johnson Trust, a California trust, et al.
10-04902	Picard v.	Mishkin Family Trust, a New York trust, et al.
10-04847	Picard v.	Robert E. Livingston
10-04911	Picard v.	Michael M. Jacobs
10-04802	Picard v.	Thelma Kugel
10-04921	Picard v.	Stanley T. Miller
10-04481	Picard v.	Armand Lindenbaum
10-04386	Picard v.	The Gettinger Foundation
10-04381	Picard v.	David Abel
10-05051	Picard v.	Bevro Realty Corp. Defined Benefit Pension Plan, et al.
10-04380	Picard v.	Robert Yaffe, et al.
10-04406	Picard v.	Triangle Properties # 39, Robert Yaffe, et al.
10-04399	Picard v.	Robert Nystrom
10-04455	Picard v.	Frances Blum
10-04424	Picard v.	Shirley Friedman

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10-04466	Picard v.	Epic Ventures, LLC, et al.
10-04375	Picard v.	Stanley Plesent
10-04365	Picard v.	Arthur M. Siskind
10-04360	Picard v.	Elaine S. Stein
10-04420	Picard v.	Jeffrey Siskind
10-05418	Picard v.	Robert L. Silverman, et al.
10-05260	Picard v.	Lord Anthony Jacobs
10-05258	Picard v.	Lady Evelyn Jacobs
10-05171	Picard v.	Turbo Investors, LLC
10-05179	Picard v.	Liselotte J. Leeds Lifetime Trust, et al.
10-04439	Picard v.	AHT Partners, LP, et al.
10-04958	Picard v.	Leonard R. Ganz
10-05059	Picard v.	The American Committee for Shaare Zedek Hospital in Jerusalem
10-04510	Picard v.	The Murray Family Trust, et al.
10-04313	Picard v.	Klufer Family Trust, et al.
10-04309	Picard v.	Trust Under Article Fourth U/W/O Robert E. Klufer
10-04401	Picard v.	Rose Gindel Trust, et al.
10-04913	Picard v.	Phyllis S. Manko
10-05095	Picard v.	William J. Mandelbaum, individually and in his capacity as a Tenant i
10-05042	Picard v.	Estate of Helene R. Cahners Kaplan, et al.
10-04621	Picard v.	Donald A. Benjamin
10-05223	Picard v.	Estate of Sam W. Klein, et al.
10-05057	Picard v.	Joseph Persky Foundation
10-05064	Picard v.	The Celeste & Adam Bartos Charitable Trust, et al.
10-05054	Picard v.	Chesed Congregations of America, et al.
10-05092	Picard v.	Architectural Body Research Foundation, Inc.
10-04308	Picard v.	Alpern, et al.
10-04327	Picard v.	Gertrude E. Alpern Revocable Trust, et al.
10-04302	Picard v.	Joan Roman
10-04292	Picard v.	Robert Roman
10-05225	Picard v.	Brenner Family 2000 Living Trust, et al.
10-04703	Picard v.	Albert H. Small Charitable Remainder Unitrust, et al.
10-04989	Picard v.	JK Annuity Trust, et al.
10-04992	Picard v.	MK Annuity Trust, et al.
10-05413	Picard v.	Cornerstone Capital (Del), Inc., et al.
10-05052	Picard v.	Pulver Family Foundation, Inc.
10-05323	Picard v.	Anthony R. Davis, et al.

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10-05106	Picard v.	Stony Brook Foundation, Inc.
11-01549	Picard v.	Martin Steinberg Charitable Trust Domestic Portion, et al.
10-05069	Picard v.	Potamkin Family Foundation Inc.
10-05063	Picard v.	Lewis W. Bernard 1995 Charitable Remainder Trust, et al.
10-05389	Picard v.	Jay P. Friehling, et al.
10-05121	Picard v.	Steven E. Leber Charitable Remainder Unitrust, et al.
10-05152	Picard v.	North Shore Child & Family Guidance Association, Inc., et al.
10-05111	Picard v.	Werner Foundation
10-05083	Picard v.	The S. James Coppersmith Charitable Remainder Unitrust, et al.
10-05058	Picard v.	America Israel Cultural Foundation, Inc
10-04288	Picard v.	Guritzky Family Partnership
10-05050	Picard v.	H. Schaffer Foundation, Inc.
10-05055	Picard v.	Lucerne Foundation and Douglas J. Rimsky in his capacity as Trustee
10-05115	Picard v.	Melvin B. Nessel Foundation, et al.
10-05077	Picard v.	Queensgate Foundation
10-05202	Picard v.	Ruth Russ
10-05274	Picard v.	Long Island Museum of American Art, et al.
10-05075	Picard v.	The Lou and Harry Stern Family Foundation
10-05110	Picard v.	United Congregations Mesora
10-04356	Picard v.	Joyce Certilman, et al.
10-04368	Picard v.	Bernard Certilman, et al.
10-05046	Picard v.	Martin Gettinger, individually, et al.
10-05107	Picard v.	Helen Starr Trust, et al.
10-05119	Picard v.	Miscork Corp. #1, et al.
10-05275	Picard v.	S H & Helen R Scheuer Family Foundation, Inc.
10-04777	Picard v.	Ida Fishman Revocable Trust, et al.
10-05078	Picard v.	Myra Perlen Revocable Trust, et al.
10-04969	Picard v.	Charles K. Ribakoff 2nd Trust Indenture (ARC), et al.
10-04912	Picard v.	Harry Smith Revocable Living Trust, et al.
10-04868	Picard v.	Richard D. Siegal
10-05172	Picard v.	Frank A. Petito, d/b/a The Petito Investment Group,etc., et al.
10-04778	Picard v.	Jack Klotzko
10-05070	Picard v.	The Aspen Company, et al.
10-05047	Picard v.	George N. Faris
10-05100	Picard v.	Robert M. Siff
10-05173	Picard v.	David Solomon
10-05039	Picard v.	Ho Marital Appointment Trust, et al.

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10-05224	Picard v.	David R. Markin, individually and as trustee of the David Markin Char
10-04860	Picard v.	Estate of Carl S. Stecker, et al.
10-05176	Picard v.	White Orchard Investments, et al.
10-05398	Picard v.	Elbert R. Brown Trust, et al.
10-04998	Picard v.	Estate Of Hermen Greenberg, et al.
10-04384	Picard v.	Lanx BM Investments, LLC, et al.
10-05081	Picard v.	Southern Engineering Corporation Employees' Profit Sharing Plan, et al.
10-04853	Picard v.	Peter H. Smith, individually and as a joint tenant, et al.
10-04933	Picard v.	Kenneth L. Evenstad Revocable Trust u/a/d May 2, 2000, et al.
10-04514	Picard v.	Serene Warren Revocable Trust u/a/d September 15, 2005, et al.
10-05101	Picard v.	Redemptorist Fathers of New York Externs - TODA Pension Fund, et al.
10-05231	Picard v.	Trust under Deed of Suzanne R. May dated November 23, 1994, et al.
10-04951	Picard v.	Harold A. Thau
10-05431	Picard v.	Theodore Story, et al.
10-05043	Picard v.	The LDP Corp. Profit Sharing Plan and Trust, et al.
10-05089	Picard v.	John Denver Concerts, Inc. Pension Plan Trust, et al.
10-05371	Picard v.	L.H. Rich Companies, N.R, et al.
10-04983	Picard v.	The Ruth Rosen Family Limited Partnership, et al.
10-05037	Picard v.	Barbara L. Savin
10-04981	Picard v.	Mar Partners, et al.
10-05203	Picard v.	Trust F/B/O Melissa Perlen U/A dated 9/12/1979, et al
10-04962	Picard v.	Alvin R. Rush
10-05312	Picard v.	Doron Tavlin Trust U/A 2/4/91, et al.
10-05085	Picard v.	Eugene J. Ribakoff 2006 Trust, et al.
10-05232	Picard v.	Trust for the benefit of Ryan Tavlin, et al.
10-05067	Picard v.	Miles & Shirley Fiterman Charitable Foundation, et al.
10-04730	Picard v.	Blumenfeld, individually, etc., et al.
10-04337	Picard v.	Miles Q. Fiterman Revocable Trust, et al.
10-04354	Picard v.	Fiterman Investment Funds, et al.
10-04432	Picard v.	Miles and Shirley Fiterman Endowment Fund for Digestive Diseases, et al.
10-04414	Picard v.	Orconsult, SA
10-04474	Picard v.	Roger Rechler Revocable Trust, et al.
10-04412	Picard v.	Judith Rechler
10-05135	Picard v.	Reckson Generation, et al.
10-04352	Picard v.	RAR Entrepreneurial Fund LTD, et al.
10-05331	Picard v.	Stuart Perlen Revocable Trust dtd 1/4/08, et al.
10-05259	Picard v.	Stanley I. Lehrer, individually, et al.



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10-04338	Picard v.	Financiere Agache
10-04617	Picard v.	Magnus A. Unflat
10-05420	Picard v.	Gunther K. Unflat, et al.
10-05405	Picard v.	Doris Horowitz individually, etc., et al.
10-05153	Picard v.	RDS Trust, PNS Trust, Ira L. Sorkin, etc.,et al.
10-04993	Picard v.	Melvin H. and Leona Gale Joint Revocable Living Trust, et al.
10-05315	Picard v.	A. Paul Victor, P.C., a professional corporation, et al.
10-05237	Picard v.	Russell J. DeLucia
10-05028	Picard v.	Estate of Jack Shurman, et al.
10-04942	Picard v.	Mid Atlantic Group, Inc., et al.
10-04669	Picard v.	Zieses Investment Partnership, et al.
10-04651	Picard v.	Audax Group LP, et al.
10-05187	Picard v.	Robstebry Management Corp.
10-04298	Picard v.	AHT Associates, LLC
10-04648	Picard v.	Peter D. Kamenstein
10-04677	Picard v.	Paul Sudman Jill Sudman, J/T Wros, et al.
10-04672	Picard v.	Sidney Cole
10-04409	Picard v.	Robert A. Meister
10-04924	Picard v.	Brian Gerber Trust U/L/W/T Lottie Gerber dated 11/6/72, et al.
10-04615	Picard v.	Joel I. Gordon Revocable Trust U/A/D 5/11/94, et al.
10-04550	Picard v.	Harold L. Waterman, et al.
10-05383	Picard v.	Stanley Shapiro
10-04573	Picard v.	Bruce Leventhal 2001 Irrevocable Trust, et al.
10-04398	Picard v.	Ellerin Partnership, Ltd, et al.
10-05136	Picard v.	Richard Roth
10-04407	Picard v.	The Estate of Sarah e. Pearce, et al.
10-05234	Picard v.	Ted Bigos
10-05174	Picard v.	Trust created under agreement 1/9/90 by Leonard Litwin,etc.,et al.
10-05438	Picard v.	Realty Negotiators Inc. Defined Benefit Pension Plan, et al.
10-04394	Picard v.	Frederic Z. Konigsberg, et al.
10-04469	Picard v.	Carol L. Kamenstein, individually and in her capacity as joint tenant
10-05384	Picard v.	Neil Reger Profit Sharing Keogh, et al.
10-05287	Picard v.	Katz, in his individual capacity, et al.
10-04995	Picard v.	Trust U/Art Fourt O/W/O Israel Wilenitz, et al.
10-05204	Picard v.	Suzanne Le Vine, et al.
10-04959	Picard v.	Pisetzner
10-04946	Picard v.	Stephen R. Goldenberg

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<b>Case Number</b>	<b>Case Name</b>	<b>Domestic Proceedings</b>
10-05164	Picard v.	Anne Squadron ,et al.
10-05249	Picard v.	Delta Fund I, LP, et al.
10-04965	Picard v.	Jesselson Foundation
10-05254	Picard v.	Stanford M. Baratz Children"s Irrevocable Trust u/a dated 11/90, et al.
10-05240	Picard v.	Palko Associates, et al.
10-05031	Picard v.	Eric Levine, Suzan Levine
10-05379	Picard v.	Catherijne Investments CV, a Limited Partnership, et al.
10-05206	Picard v.	Ronald A. Guttman, et al
10-05411	Picard v.	Kohn, etc., et al.
10-04287	Picard v.	Cardinal Management
10-05229	Picard v.	Defender Limited
10-04457	Picard v.	Equity Trading Portfolio
09-01239	Picard v.	Fairfield Sentry Limited, et al.
09-01187	Picard v.	Harley International (Cayman) Limited
09-01364	Picard v.	HSBC Bank PLC, et al.
09-01161	Picard v.	Ceretti, et al. (Kigate)
10-05286	Picard v.	Legacy Capital Ltd., et al.
10-05311	Picard v.	UBS AG, UBS (Luxembourg) S.A., et al.
09-01182	Picard v.	Merkin, et al.
10-05123	Picard v.	Mount Capital Fund Ltd., et al.
10-05120	Picard v.	Oreades SICV, et al.
10-04284	Picard v.	Plaza Investments International Limited, et al.
10-04330	Picard v.	Square One Fund Ltd, et al.
09-01365	Picard v.	Thybo Asset Management Limited, et al.
10-05310	Picard v.	Tremont Group Holdings, Inc., et al.
10-04373	Picard v.	Richard A. Broms Revocable Trust, et al.
10-05388	Picard v.	Lilyan Berkowitz, individually, etc., et al.
10-05373	Picard v.	Thomas H. Segal, individually , etc., et al.
10-05294	Picard v.	Bell Ventures Limited
10-04400	Picard v.	Sage Realty, et al.
10-04799	Picard v.	Marvin L. Olshan
10-04928	Picard v.	Peter Knobel, et al.
10-04461	Picard v.	JD Partners LLC
09-01305	Picard v.	Cohmad Securities Corporation, et al.
10-05354	Picard v.	ABN AMRO Bank, N.A., et al.
10-05356	Picard v.	Beacon Associates LLC I, et al.
10-05351	Picard v.	Banco Bilbao Vizcaya Argentaria, S.A.

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10-05345	Picard v.	Citibank, N.A., et al.
10-04471	Picard v.	Citrus Investment Holdings Ltd.
10-04932	Picard v.	JPMorgan Chase & Co., et al.
10-04285	Picard v.	UBS AG, et al.
10-05346	Picard v.	Merrill Lynch International
10-05353	Picard v.	Natixis, et al.
10-05348	Picard v.	Nomura Bank International PLC
10-05208	Picard v.	Trotanoy Investment Company Ltd., et al.
10-05148	Picard v.	Bert Brodsky Associates, Inc. Pension Plan, et al.
10-05295	Picard v.	Thomas L. Stark, as joint tenant with right of survivorship
10-05207	Picard v.	Lisa Liebmann
10-04828	Picard v.	Sarah Mondshine Revocable Trust U/A/D May 30, 1994, et al.
10-04429	Picard v.	Gary J. Korn, et al.
10-04463	Picard v.	Triangle Diversified Investments, et al.
10-05333	Picard v.	L&I Investments LLC
10-05253	Picard v.	Lebanese American University
10-05244	Picard v.	Copen Charitable Trusts LLC FILED UNDER SEAL
10-04975	Picard v.	Mashanda Limited
10-05336	Picard v.	Falcon Associates, LP, et al.
10-05293	Picard v.	Bennett M. Berman Trust, et al.
10-04738	Picard v.	Robert D. Redston 1998 Trust, et al.
10-04716	Picard v.	Paul Kunin
10-05406	Picard v.	Lieberbaum, et al.
10-05407	Picard v.	Maccabee
10-05408	Picard v.	Greenberger, et al.
10-05252	Picard v.	Estate of Ella N. Waxberg, et al.
10-03223	Picard v.	Robert Luria
10-03222	Picard v.	Amy Luria
10-04283	Picard v.	Mendelow
10-05256	Picard v.	Maynard Goldman
09-01172	Picard v.	Chais, et al.
09-01197	Picard v.	Picower, et al.
10-05391	Picard v.	The Sankin Family LLC, et al.
10-05281	Picard v.	S. James Coppersmith UNDER SEAL
10-05221	Picard v.	Copen Ventures LLC
10-03483	Picard v.	Madoff Technologies
10-05211	Picard v.	The Estate of Andre Ulrych, et al.

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10-05415	Picard v.	American Securities Management, L.P., et al.
10-05430	Picard v.	Frances Levey Revocable Living Trust, et al.
10-05222	Picard v.	Malibu Trading & Investing LP, et al.
10-05213	Picard v.	The Alan Miller Diane Miller Revocable Trust, et al.
10-05248	Picard v.	The Phileona Foundation
10-05245	Picard v.	4000 Massachusetts Avenue Partners LLC FILED UNDER SEAL
10-05263	Picard v.	Perinvest Market Neutral Fund Limited
10-04938	Picard v.	Associados Investimento LTD, et al.
10-05178	Picard v.	Downtown Investors Ltd. Partnership, Albert H. Small, etc., et al.
10-05297	Picard v.	The Paul J. Kozloff Family Limited Partnership, et al.
10-05247	Picard v.	Jeffrey H. Fisher Separate Property Revocable Trust, dtd 6/7/2007, et al.
10-05382	Picard v.	The Trust u/w/o H. Thomas Langbert f/b/o Evelyn Langbert, et al.
10-05175	Picard v.	Ronald Eisenberg 1995 Continuing Trust, etc., et al.
10-05241	Picard v.	Argau, Inc. FILED UNDER SEAL
10-05242	Picard v.	Stanley Elias FILED UNDER SEAL
10-05185	Picard v.	RD&D Limited Partnership, et al
10-05180	Picard v.	Dorchester House Assocs., etc., et al
10-05191	Picard v.	FGLS Equity LLC
10-05243	Picard v.	Charles and Rhoda Steiner 1999 Charitable Remainder Trust, a Trust
10-05193	Picard v.	P&S Associates, et al.
10-05195	Picard v.	S & P Associates, et al
10-05376	Picard v.	Bally KO Partnership, et al.
10-05198	Picard v.	Glantz Family Partners, Limited Partnership, etc.
10-04817	Picard v.	Judith Sachs capacity as Exec of Est of E Milton Sachs, et al.
10-04999	Picard v.	Estate of Marjorie K. Osterman
10-04930	Picard v.	The Mosaic Fund, L.P., et al.
10-05189	Picard v.	G. Bruce Lifton
10-05261	Picard v.	Marital Trust Under Article X of Charles D. Kelman Revocable Trust, et al.
10-05342	Picard v.	Maxam Absolute Return Fund, L.P.
10-05217	Picard v.	Edward I. Speer, et al
10-05402	Picard v.	Whitechapel Management Limited, et al.
10-05325	Picard v.	Mark & Stephanie Madoff Foundation
10-05328	Picard v.	Stephanie S. Mack, et al.
10-05330	Picard v.	The Deborah and Andrew Madoff Foundation
10-05332	Picard v.	Deborah Madoff, et al.
10-05257	Picard v.	Edward A. Zraick, Jr., individually and as joint tenant, et al.
10-05309	Picard v.	William Pressman, Inc., et al.

	Schedule A	
Case Number	Case Name	Domestic Proceedings
10-05288	Picard v.	Kevin Fong, et al.
10-05392	Picard v.	PetcareRX Inc
10-05386	Picard v.	Hoboken Radiology, LLC
09-01366	Picard v.	Primeo Fund
09-01359	Picard v.	Herald
10-05375	Picard v.	Milton Goldworth
10-05410	Picard v.	The Melvin N. Lock Trust, et al.
10-05316	Picard v.	XYZ Corp.-[Redacted Under Seal]
10-05317	Picard v.	XYZ1 Corp. [Redacted - Under Seal]
10-05318	Picard v.	XYZ2 Corp. [Redacted - Under Seal] UNDER SEAL
10-05319	Picard v.	XYZ3 Corp. [Redacted - Under Seal]
10-05320	Picard v.	XYZ4 Corp. [Redacted - Under Seal]
10-05321	Picard v.	XYZ5 Corp. [Redacted - Under Seal]
10-05322	Picard v.	XYZ6 Corp. [Redacted - Under Seal]
10-05412	Picard v.	Lawrence R. Velvel
10-05355	Picard v.	ABN AMRO Bank (Ireland) Ltd, et al.
10-05416	Picard v.	Ostrin Family Partnership, et al.
10-05409	Picard v.	Kanter Press
10-05425	Picard v.	Shelia Kolodny
10-05422	Picard v.	Jonathan H. Simon
10-05423	Picard v.	Belfer Two Corporation
10-05424	Picard v.	The Frederica Ripley French Revocable Trust, et al.
10-05426	Picard v.	The Estate of Saul A. Geronemus, et al.
11-01550	Picard v.	Wedbush Morgan Securities Inc.
11-02773	Picard v.	Jewish Association for Services of the Aged
09-01503	Picard v.	Andrew Madoff, et al.
09-01391	Picard v.	Ruth Madoff
10-03268	Picard v.	Stahl/Abend/Lautenberg/Town of Fairfield
10-03200	Picard v.	Canavan, Goldsmith and Kalman
10-03114	Picard v.	Fox and Marshall
10-03484	Picard v.	Madoff Energy Holdings
10-03485	Picard v.	Madoff Family LLC
11-01271	Picard v.	Dichter-Mad Family Partners, LLP, et al
11-01680	Picard v.	Weninger, et al.
11-01727	Picard v.	Repex Ventures, S.A., et al.
11-02149	Picard v.	Banque Syz & Co., SA
12-01048	Picard v.	Banco General S.A. et al

	<b>Schedule A</b>	
<b>Case Number</b>	<b>Case Name</b>	<b>Domestic Proceedings</b>
11-02929	Picard v.	LGT Bank in Liechtenstein Ltd.
11-02569	Picard v.	Barclays Bank (Suisse) S.A. et al
11-02542	Picard v.	Parson Finance Panama S.A.
12-01694	Picard v.	Banque Cantonale Vaudoise
12-01695	Picard v.	Bordier & Cie
11-02763	Picard v.	Inteligo Bank LTD.
11-02538	Picard v.	Quilvest Finance Ltd.
11-02731	Picard v.	Trincaster Corporation
12-01023	Picard v.	Arden Asset Management, et al.
12-01676	Picard v.	Clariden Leu
11-02539	Picard v.	Meritz Fire & Insurance Co. Ltd.
12-01195	Picard v.	Six Sis AG
11-02552	Picard v.	DEZ Financial Management Ltd.
11-02554	Picard v.	National Bank of Kuwait S.A.K.
11-02923	Picard v.	Falcon Private Bank Ltd.
12-01021	Picard v.	Grosvenor Investment Management
12-01513	Picard v.	Citivic Nominees Ltd.
11-02910	Picard v.	Merrill Lynch Bank (Suisse) SA
11-02568	Picard v.	Cathay Life Insurance Co. LTD. et al
11-02730	Picard v.	Atlantic Security Bank
12-01202	Picard v.	Vontobel AG et. al.
12-01210	Picard v.	Schroder & Co.
11-02493	Picard v.	Abu Dhabi Investment Authority
11-02571	Picard v.	Banque Privee Espirito Santo S.A.
12-01209	Picard v.	BSI AG
11-02732	Picard v.	Bureau of Labor Insurance
11-02572	Picard v.	Korea Exchange Bank, Individually And As Trustee For Korea Global All
12-01047	Picard v.	KOCH INDUSTRIES, INC., as successor
12-01216	Picard v.	Bank Hapoalim
11-02551	Picard v.	Delta National Bank and Trust Company
11-02537	Picard v.	Orbita Capital Return Strategy
11-02796	Picard v.	BNP Paribas Arbitrage SNC
12-01512	Picard v.	ZCM Asset Holding Co
11-02784	Picard v.	Somers Dublin Limited et al
12-01677	Picard v.	Societe Generale
11-02540	Picard v.	Lion Global Investors Limited
12-01194	Picard v.	Kookmin Bank

	<b>Schedule A</b>	
<b>Case Number</b>	<b>Case Name</b>	<b>Domestic Proceedings</b>
11-02573	Picard v.	The Sumitomo Trust and Banking Co., Ltd.
11-02758	Picard v.	Caceis Bank Luxembourg, et al.
12-01205	Picard v.	Multi Strategy Fund Ltd
12-01577	Picard v.	Dresdner Bank
11-02541	Picard v.	First Gulf Bank
11-02555	Picard v.	Maple Key Market Neutral Cayman Islands LP
12-01566	Picard v.	UKFP (Asia) Nominees Ltd.
11-02930	Picard v.	Landis Inversiones S.L.
11-02553	Picard v.	Unifortune Asset Management SGR SpA, et al.
11-02762	Picard v.	Lighthouse Investment Partners LLC, et al.
12-01698	Picard v.	RBC Dexia
12-01207	Picard v.	Lloyds TSB Bank PLC
12-01004	Picard v.	Fullerton Capital PTE Ltd.
11-02733	Picard v.	Naidot & Co.
11-02759	Picard v.	Nomura International PLC
12-01699	Picard v.	Royal Bank of Canada
11-02570	Picard v.	Banca Carige S.P.A.
11-02543	Picard v.	Concord Management LLC
11-02760	Picard v.	ABN Amro Bank N.V., et al.
11-02761	Picard v.	KBC Investments Limited
12-01046	Picard v.	SNS Bank N.V. et al
11-02922	Picard v.	Bank Julius Baer & Co. Ltd.
12-01693	Picard v.	Lombard Odier Darier Hentsch & Cie
12-01005	Picard v.	SICO LIMITED
12-01022	Picard v.	Credit Agricole
12-01019	Picard v.	Banco Itau
12-01565	Picard v.	Standard Chartered Financial Services
12-01002	Picard v.	The Public Institution For Social Security
11-02925	Picard v.	Credit Suisse AG et al
12-01001	Picard v.	Douglas Hall, et al. (Chais Related)
12-01025	Picard v.	Solon Capital, Ltd.
12-01092	Picard v.	Warshaw, et al.
12-01211	Picard v.	Union Securities
12-01217	Picard v.	Brown Brothers Harriman
12-01273	Picard v.	Mistral (SPC)
12-01278	Picard v.	Zephyros Limited
12-01563	Picard v.	Access Management Luxembourg S.A.

	<b>Schedule A</b>	
<b>Case Number</b>	<b>Case Name</b>	<b>Domestic Proceedings</b>
12-01576	Picard v.	BNP Paribas S.A. et al
12-01690	Picard v.	EFG Bank S.A., et al.
12-01669	Picard v.	Barfield Nominees Limited et al
12-01670	Picard v.	Credit Agricole Corporate and Investment Bank et al.
12-01710	Picard v.	Estate of John Seskis
12-01711	Picard v.	Estate of Richard D. Siegal
12-01715	Picard v.	Estate of David A. Wingate
12-01714	Picard v.	Estate of Marianne Lowrey
12-01707	Picard v.	Estate of Kay Frankel
12-01709	Picard v.	Estate of Armand L. Greenhall
12-01705	Picard v.	Estate of Barbara Girard
12-01712	Picard v.	Estate of Eileen M. Sax
12-01704	Picard v.	Estate of Shusaku Arakawa
12-01706	Picard v.	Estate of Nathan Schupak
12-01713	Picard v.	Estate of Raanan Smelin
12-01680	Picard v.	Intesa Sanpaolo SpA, et al.
12-01697	Picard v.	ABN AMRO Fund Services (Isle of Man) Nominees Limited, et al.
12-01701	Picard v.	RD Trust, et al. (Piedrahita)
12-01703	Picard v.	First Trust Corp., et al. (Noel)
12-01702	Picard v.	Barreneche, Inc et Al(Other Fairfield Partners)
12-01691	Picard v.	Banque Degroof SA, et al.
12-01700	Picard v.	Caprice International Group Inc. et al.
12-01778	Picard v.	Eric T. Schneiderman, as successor to Andrew M. Cu
12-01920	Picard v.	Kingate Global Fund, Ltd.
12-02047	Picard v.	Fairfield Greenwich Limited et al
14-01840	Picard v.	Susanne Stone Marshall et al
14-02407	Picard v.	A & G Goldman Partnership, et. al.
15-01293	Picard v.	Marshall v. Capital Growth Company



	<b>Schedule A</b>	
<b>Case Number</b>	<b>Foreign Proceedings</b>	<b>Court</b>
Civil Jurisdiction No. 427 of 2010	Picard v. (1) Thema Fund Limited, (2) Thema Wise Investments Limited, (3) HSBC Institutional Trust Services (Bermuda) Limited	Supreme Court of Bermuda
Civil Jurisdiction No. 426 of 2010	Picard v. Hermes International Fund Limited, Lagoon Investments Limited, HSBC Institutional Trust Services (Bermuda) Limited	Supreme Court of Bermuda
Civil Jurisdiction No. 425 of 2010	Picard v. HSBC Bank Limited (Formerly the Bank of Bermuda)	Supreme Court of Bermuda
2010 Folio 1478	Picard v. (1) Kingate Management Limited, (2) FIM Limited, (3) FIM Advisers LLP, (4) Carlo Grosso, (5) Federico Ceretti, (6) Ashby Holding Services Limited, (7) First Peninsula Trustee Limited, (8) Ashby Investment Services Limited, (9) El Praela Group Holdings Services Limited, (10) Port of Hercules Trustees Limited, (11) Alpine Trustees Limited, (12) El Praela Trading Investments Limited	High Court of Justice, Queen's Bench Division, Commercial Court
2010 Folio 1479	Picard v. (1) HSBC Bank PLC, (2) HSBC Holdings PLC, and (3) HSBC Securities Services (Luxembourg) S.A.(formerly Bank of Bermuda (Luxembourg) S.A.), (4) HSBC Institutional Trust Service (Ireland) Limited, (5) HSBC Securities Services (Ireland) Limited, (6) HSBC Institutional Trust Services (Bermuda) Limited, (7) HSBC Securities Services (Bermuda) Limited, (8) HSBC Bank USA, N.A., (9) HSBC Bank (Cayman) Limited, (10) HSBC Fund Services (Luxembourg) S.A. (formerly Management International (Luxembourg) S.A.), (11) HSBC Bank Bermuda Limited (formerly The Bank of Bermuda Limited)	High Court of Justice, Queen's Bench Division, Commercial Court
HC14A01696	Picard v. (1) Greville Simon Waterman, (2) Janis Paskin,(3) Michael Harris	High Court of Justice, Chancery Division

	Schedule A	
Case Number	Foreign Proceedings	Court
C.C. 18909-12-15	<p>Picard v. The Hebrew University of Jerusalem, Registration No. 500701610, Yisum Research Development Company of the Hebrew University of Jerusalem Ltd., C.N. 510424534, Ben-Gurion University of the Negev, Registration No. 500701644, B.G. Negev Technologies &amp; Applications Ltd., C.N. 510785207, Weizmann Institute of Science, Registration No. 520016858, Yeda Research &amp; Development Co. Ltd., C.N. 510201890, Bar Ilan University, Registered Association No. 580063683, Bar Ilan Research and Development Ltd., C.N. 510674104, Tel Aviv University, Registration No. 589931187, Ramot at Tel Aviv University Ltd., C.N. 510667140, Technion – Israel Institute of Technology, Registration No. 500701636, The Technion Institution of Research and Development Ltd., Registration No. 557585585, The Chaim Sheba Medical Center at Tel Hashomer, Registration No. 520037086, Medical Research Fund, Infrastructure and Services next to the Sheba Medical Center, Registration No. 580301992, Rambam Medical Center, Registration No. 520037110, Rambam Health Corporation (RA), Association No. 580300754, Clalit Heath Services, Registration No. 589906114, Schneider Children's Medical Center of Israel, Registration No. 589906114, Kaplan Medical Center No. 589906114, The New Jerusalem Foundation for its Residents, (R.A.) Association No. 580360402, MIGAL - Galilee Research Institute Ltd., C.N. 510834294, The Jewish People Policy Institute JPPI (CBP), C.N. 513235887, Jerusalem Spinoza Institute (RA), Association No. 580102838, The Lev Academic Center (RA), Association No. 580018281, University of Haifa, Registration No. 50070162, Carmel -Haifa University Economic Corporation Ltd., C.N. 513257022, The Music and Dance Academy Jerusalem (RA), Association No. 580041994, Azrieli – College of Engineering Jerusalem (RA), Association No. 580283729, Tel Aviv Sourasky Medical Center, Registration No. 520037094, Tel Aviv Sourasky Health Corporation (RA), Association No. 580007102</p>	The District Court in Tel Aviv
C.C. 18907-12-15	<p>Picard v. Ayala Nahir, I.D. 030869788, Ravit Nahir Getenio, I.D. 057783854, Liora Nahir Tamir, I.D. 056653223, Shira Nahir Eisen, I.D. 031747926, Assaf Nahir, I.D. 023811680, Bat-Sheva Shambik, I.D. 051159911, Osnat (Landsberg) Dodelson, I.D. 009391210</p>	The District Court in Tel Aviv